

**EOI NOTICE**

**RAILTEL CORPORATION OF INDIA LIMITED (A Govt. of India Undertaking)**  
**Plate-A, 6th Floor, Office Tower-2, NBCC Building,**  
**East Kidwai Nagar, New Delhi-110023**

**EOI No: RCIL/EOI/COMKTG/VAB/2024-25/E-46081/01 Dated: 02.12.2024**

RailTel Corporation of India Ltd., (hereafter referred to as “RailTel”) invites Expression of Interest (EOI) for “Selection of Business Partner from RailTel’s Empaneled Partners for Exclusive Pre-Bid teaming arrangement to implement and operate Artificial Intelligence based Live CCTV Surveillance at approximately 8000 Strong rooms of the Examination Centers to monitor the Board Examination year 2025 for Madhyamik Shiksha Parishad, Uttar Pradesh under BA Policy on back-to-back basis”

The details are as under:

**SCHEDULE OF EVENTS**

1	Date of Publishing of EOI Notice	02-DEC-2024
2	Last date for submission of Bids against EOI	05-DEC-2024 at 11:00 Hours
3	Opening of Bids received against EOI	05-DEC-2024 at 11:30 Hours
4	Number of copies to be submitted	Single Stage (Two Packet System)
5	EOI document cost- inclusive of taxes (non-refundable)	Rs. 29,500/-
6	EOI processing fee- inclusive of taxes (non-refundable)	As per eNivida Portal
7	Estimated amount of bid- inclusive of taxes	Rs. 50,00,00,000/- Incl. of taxes.
8	Earnest Money Deposit (EMD)  Total EMD amount: Rs. 50,00,000/-	<b>(i) Token EMD:</b> EMD for an amount of Rs. 5,00,000/- (Rupees Five Lakh Only) is to be paid along with EOI. (To be submitted via online bank transfer only). RailTel Bank Details: Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064.  Or through the E-Procurement portal of RailTel i.e. <a href="https://railtel.enivida.com">https://railtel.enivida.com</a> or through online on RailTel bank account

		<p>(ii) <b>Balance EMD</b> of Rs. 45,00,000/- (Rupees Forty Five Lakhs only).</p> <p>To be submitted by shortlisted L1 Business Associate, in the form of online transfer before RailTel submit its bid to the end customer.</p> <p>Detail for online EMD payment is as below: Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064.</p> <p>Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.</p> <p>EMD deposited shall not bear any interest.</p>
9	Bid Submission Mode	Online on <a href="https://railtel.enivida.com">https://railtel.enivida.com</a> only.

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

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

**Contact Details for this EOI:**

Level:1 Contact: Sh. Rajnish Verma, AGM/VAB  
Email: [rajnish.verma@railtelindia.com](mailto:rajnish.verma@railtelindia.com)  
Contact: +91-9717644213

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

**Note:**

1. The EOI response is invited from eligible Empaneled partners (BA/DSP/SI) of RailTel only with valid PBG/empanelment fee with RailTel.
2. All the document must be submitted with proper indexing and page number duly signed and stamped at each page as a token of acceptance of EOI by authorized signatory of the Bidder/Partner.
3. Transfer and Sub-letting: The Business Partner has no right to give, bargain, sell, assign or sublet or otherwise dispose-off the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof, except OEM.

4. Partner can submit their responses as an individual organization only. No Consortium is allowed.
5. Bidder has to agree to comply with all technical & financial documentation including Technical certificates/others as per end-to-end requirement mentioned in the EOI.
6. The selected bidder will have to accept all Terms & Conditions of EOI on back-to-back basis.
7. Any corrigendum(s) issued by RailTel against pertinent EOI shall be the part and scope of this EOI document on back-to-back basis.
8. All the clauses of the customer RFP/Corrigendum shall be applicable on back-to-back basis including payment terms. SLA/Penalty/LD etc. will be passed on to the selected vendor on back-to-back basis in full.
9. Original copy of the POA, Non-Disclosure Agreement, Undertaking and Affidavit must reach RailTel, East Kidwai Nagar office on or before 05-DEC-2024 at 17:00 Hours
10. The EOI not accompanied by Earnest Money as mentioned or if any of the documents submitted by the tenderers is proved to be fraudulent, the offer will be summarily rejected & EMD will be forfeited.
11. **Return of EMD for unsuccessful Bidder:** EOI EMD of the unsuccessful bidder shall be returned without interest after completion of EOI process/Completion of end customer process whichever is later.
12. **Return of EMD for successful Bidder:** EOI-EMD of the successful bidder will be discharged / returned as promptly as possible after the receipt of Performance Security Deposit as per the terms of the EOI by the successful L1 bidder.
13. This is an exclusive pre-bid partnership arrangement with an empaneled business associate of RailTel for participating in the end customer RFP. The selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to the end customer organization by RailTel). This undertaking has to be given with this EOI Response.

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



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

**EOI No.: RCIL/EOI/COMKTG/VAB/2024-25/E-46081/01 Dated: 02.12.2024**

Expression of Interest (EOI) for “Selection of Business Partner from RailTel’s Empaneled Partners for Exclusive Pre-Bid teaming arrangement to implement and operate Artificial Intelligence based Live CCTV Surveillance at approximately 8000 Strong rooms of the Examination Centers to monitor the Board Examination year 2025 for Madhyamik Shiksha Parishad, Uttar Pradesh under BA Policy on back-to-back basis.”

**Issued by:**

RailTel Corporation of India Ltd.

(A Navratna PSU under Ministry of Railways)

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

New Delhi-110023

<https://www.railtelindia.com>



### **Disclaimer**

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

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## **1. About RailTel**

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

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

## **2. Background of EOI**

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

RailTel intends to participate in a tender floated by UPMPS to undertake work of Implementation and Operate Artificial Intelligence based Live CCTV Surveillance at approximately 8000 Strong rooms of the Examination Centers to monitor the Board Examination year 2025 for Madhyamik Shiksha Parishad, Uttar Pradesh under BA Policy on back-to-back basis on Turn-key basis and accordingly seeks to select a suitable partner for pre-bid teaming agreement for participating in the customer floated tender.

The UPMSP aims to implement and Operate Artificial Intelligence based Live CCTV Surveillance to enhance its capacity for real-time monitoring and response to international events. This initiative responds to the increasing complexity of

global diplomacy and the need for a centralized hub that integrates advanced technologies for efficient decision-making and communication.

RailTel invites bids from RailTel's Empaneled Business Partners (BA/DSP/SI) for the selection of suitable Business partner for execution of the work of implementing and Operating Artificial Intelligence based Live CCTV Surveillance on Turn-key basis. The empaneled business partner is expected to have excellent execution capability and good understanding of the customer local environment.

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

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

The indicating scope of work shall be as per the Annexure-12 for "Selection of Business Partner from RailTel's Empaneled Partners for Exclusive Pre-Bid teaming arrangement to Implement and Operate Artificial Intelligence based Live CCTV Surveillance at approximately 8000 Strong rooms of the Examination Centers to monitor the Board Examination year 2025 for Madhyamik Shiksha Parishad, Uttar Pradesh under BA Policy on back-to-back basis."

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

- 3.1 Purpose of EOI: This EOI is proposed to select a suitable partner for fulfilling the customer requirement as per Annexure-12 for Selection of Business Partner from RailTel's Empaneled Partners for Exclusive Pre-Bid teaming arrangement to Implement and Operate Artificial Intelligence based Live CCTV Surveillance at approximately 8000 Strong rooms of the Examination Centers to monitor the Board Examination year 2025 for Madhyamik Shiksha Parishad, Uttar Pradesh under BA Policy on back-to-back basis". In order to complete the same work, this EOI is being floated by RailTel.
- 3.2 The present proposal seeks the turnkey solution for carrying out CoR needs. It is proposed to provide services as mentioned in Annexure-12.
- 3.3 Empaneled partners are required to submit bid (techno commercial bid) through Online on <https://railtel.enivida.com> only.

3.4 **Interested partners may note that this is a Single Stage-Two Packet Bid.**

3.5 Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document.

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

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

<b>SN</b>	<b>Type</b>	<b>Description</b>	<b>Document Required</b>
1	Empanelment	Bidder must be empaneled with RailTel as business associate/Business partner/ DSP/System Integrator.	Copy of Empanelment letter issued by RailTel.  Empanelment should be valid as on date of submission of bid submission date.
2	POA	The bid should be duly signed and submitted by Authorised Signatory. The bidder has to submit the notarized on Rs. 100 of non-judicial stamp paper. Power of Attorney having authorised signatory's nomination along with board resolution in favour of power of attorney.	Bidder has to submit the Notarized Power of Attorney for the authorized person as per the Annexure-15
3	EMD payment	EMD payment	Bidder has to submit the proof of EMD payment (Online transaction detail along with the bid)
4	Non- Black Listing	Bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI	Bidder has to submit and undertaking on letterhead duly signed and stamped by authorized signatory for non black listing.
5	Land border sharing	Compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions	Bidder has to submit undertaking.
6	No- arbitration with RailTel	There should not be any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI	Bidder has to submit and undertaking on letterhead duly signed and stamped by authorized signatory for no ongoing or past, arbitration case(s) between RailTel and bidder
7	Unconditional	Undertaking on letter head	Bidder has to submit

SN	Type	Description	Document Required
	Acceptance of EOI.	duly signed and stamped by authorised signatory for unconditional Acceptance of the Scope of work along with all the terms & Conditions as per the EOI, corrigendum and addendum.	Undertaking on letterhead duly signed and stamped by authorised signatory for unconditional Acceptance of the Scope of work along with all the terms & Conditions of the EOI, corrigendum and addendum.
8	Turnover	The Bidder should have a minimum average annual turnover of INR 20 Crores from Examination based projects during the last three financial years i.e. FY 2021-22, 2022-23, 2023-24 or FY 2022-23, 2023-24, 2024-25. In case, the bidder submits turnover for FY 2022-23, 2023-24, 2024-25 the bidder can submit provisional certificates also along with the CA and Bidders The terms and conditions apart from the points mentioned in this document remain unchanged. declaration to provide the audited balance sheet, profit loss and turnover certificate as soon it is verified.	Audited Balance Sheet/ CA certificate
9	Work Experience	The Bidder should have executed project including supply and installation/ commissioning or rental based service of CCTV based surveillance system for examinations with any Centre/State Government Agency/PSU/Govt. Institute in India in last 5 years preceding bid due date, with order value not less than: - i) One order of minimum INR 20 cr. of estimated project value. or, ii) Two orders of minimum INR 12.5 cr. of estimated project value each or, iii) Three orders of minimum INR 10 cr. of estimated project value each.	Self-attested copies of:  a) Relevant contracts or Work Orders or Agreement containing the scope of services, the value of the contract or Work Order or Agreement; and  b) Completion certificate from their clients/employers, regarding successful completion of the services.  c) In case value of the contract is not mentioned in the contract or work order or agreement, then the value must be mentioned in the completion certificate

SN	Type	Description	Document Required
			issued by the client/ employers.  d) In case, the bidder fails to avail the completion certificate from their client/employer, the proof of completion duly certified by its Statutory Auditor shall be submitted.
10	Document	i. Certificate of Incorporation/ Registration Certificate ii. GST Registration iii. PAN Card	Bidder has to provide the valid document for each compliance.
11	Proposed Make and Model	Detail of the Proposed Make and Model in the solution.	Bidder has to provide the detail of Make and Model for each item as per the SOR.
<b>12</b>	<b>OEM related Criteria</b>		
(i)	OEM Authorization	MAF from OEM for Video wall, Desktop, LED Display, Camera, Router, Switch, Diesel Generator, UPS etc is mandatory	MAF certificate issued by the OEM as per Annexure-VII of the customer tender in the name of RailTel as well as in the name of bidder.
(ii)	OEM Detail	The OEMs cannot be an individual or group of individuals. It should only be a registered legal entity such as (i) company registered under Companies Act, 1956 or an equivalent law or (ii) Limited Liability Partnership, Act 2008 or equivalent law applicable in any State of India.	Copy of Certificate Registration /Certificate incorporation Permanent Account Number (PAN) Goods and Services Tax Identification Number (GSTIN)
(iii)	Operational Presence of OEM in India	Operational Presence OEMs should be continuously in operation in India for not less than last 5 years preceding bid due date	Copy of Work Order/Contract Agreement/LOA/LOI with Purchase Order
(iv)	OEM Declaration for Non-Blacklisting	The OEMs should not have been blacklisted by the Central Government, State Governments, PSU or any Government Corporations in India, preceding the bid due date.	Self-Declaration notarized on non- Judicial Rs. 100 Stamp paper for not being blacklisted.
(v)	OEM certification	The OEMs must have following necessary certifications: - • ISO 9001: 2015 • Energy certifications	Relevant valid certifications



SN	Type	Description	Document Required
		as per prevalent Indian law/guidelines <ul style="list-style-type: none"> <li>Quality Testing certificates as per prevalent Indian law/guidelines.</li> </ul>	
<b>Annexures:</b>			
1	Annexure – 01	CHECKLIST OF DOCUMENTS FOR BID SUBMISSION	Bidder has to submit the checklist of document submitted along with the bid
2	Annexure - 02	EOI COVER LETTER	Bidder has to submit the EOI Cover letter
3	Annexure - 03	Local Content Compliance	Bidder has to submit the local content compliance
4	Annexure – 04	Commercial Bid	Bidder has to submit the quote as per the Price Bid Format Annexure-4
5	Annexure - 05	PROFORMA FOR PERFORMANCE BANK GUARANTEE	Bidder has to submit undertaking to accept the PBG format
6	Annexure-06	Non-Disclosure Agreement	Bidder has to submit the signed copy of NDA along with bid.
7	Annexure 07	Technical Compliance	Bidder has to submit the technical compliance along with the bid
8	Annexure 08	Pre-Bid Agreement	Will be signed with the L1 bidder after evaluation of the bid
9	Annexure 09	Integrity pact	Bidder has to submit the signed copy of the Integrity pact along with bid on Rs. 100 in two set.
10	Annexure 10	EMD BANK GUARANTEE FORMAT	Bidder has to submit the EMD payment in the format attached if EMD payment is made through BG.
11	Annexure – 11	AFFIDAVIT form	Bidder has to submit notarized affidavit as per the format enclosed along with the bid on Rs 100 stamp paper. If the bidder has not submitted the Annexur-11, bid shall be <b>Summarily rejected.</b>
12	Annexure-12	Scope of the Work	Bidder has to submit the unconditional acceptance of the scope of the work.
13	Annexure-13	Format for Agreement	Agreement shall be signed with the Successful bidder. Format acceptance is to be given by the bidder.

SN	Type	Description	Document Required
14	Annexure-14	Bidder profile	Bidder has to submit the detail of the bidder in the format as per Annexure-14.
15	Annexure-15	Power of Attorney Format	Bidder has to submit Notarized POA on a Rs 100/- Non Judicial Stamp.
16	Exclusive Bidding	Undertaking for exclusive bidding with RailTel	Bidder has to give Undertaking that they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to the end customer organization by RailTel)
Bidder who had submitted all the complied document as per the requirement of EOI shall be declared as <b>technically qualified bidders</b> .			

**(B) Packet-2 (Price Bid)** (Price bid will be opened for the technically qualified bidder only).

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

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

- **It is re-mentioned, that the final selection of CSP will be on the L-1 basis only from the technically qualified bidders. Further, RailTel reserves the right to have negotiation with the CSP. L1 means the lowest Service Charges quoted by the firm.**

4.2 As of now, Eoi response from interested partners is invited considering that the selected partner will be responsible for delivering of complete 'Scope of Work'. **However, RailTel at its discretion, may take- up a certain portion / percentage of 'Scope of Work' by communicating to the CSP at any point of time during the engagement period.** (The day at which 'CSP' is

declared, will mark the start of the engagement period. The period will be valid till completion of the work. The engagement period will get auto-extended to the period RailTel serves CoR for the concerned work, unless terminated earlier by RailTel as per terms and conditions mentioned in this EOI document). In this scenario, commercial engagement with the CSP will be for that portion / percentage only, which has not been taken by RailTel. Accordingly, resultant value of work will be derived on the basis of negotiated (in case) commercial bid of the CSP.

- 4.3 Validity of the submitted bid (technical and commercial) should be 180 days from the last date of submission of bid.
- 4.4 In case of Bidder's offer is selected for bidding, bidder has to furnish Balance Earnest Money Deposit (EMD) for the bid to RailTel for the amount as mentioned in this EOI Notice. The selected Business Associate shall have to submit balance EMD amount in proportion to the quoted value/scope of work to RailTel before submission of bid to end customer.
- 4.5 RailTel will enter into a pre-bid agreement with selected L1 bidder with detailed Terms and conditions only after submission of Balance EMD payment by the selected L1 bidder.
- 4.6 Final PO to the L1 bidder shall be issued at the final accepted rate (after negotiation if any) only after receiving the PO from the end customer against which this EOI is published.

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

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

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

At any time prior to the deadline for submission of bids, RailTel, may, for any

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

## **7. Bid Validity**

7.1. Bid of Interested partners shall remain valid for the period of 180 days from the last date of submission of EOI, as mentioned in this EOI document.

7.2. RailTel may request for an extension of the period of validity. The validity of the 'EMD', should also be suitably extended if the duration of bid submission is extended. The request and the responses thereto shall be made in writing through e-mail communication only. Further, whenever the bid validity extension is submitted by the interested partner, it should be ensured by interested partner that their PBG related to the empanelment should have minimum validity of 180 days from the last date of extended bid validity period.

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

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

## **9. Language of Bid**

The bid prepared by the interested partner and all correspondence and documents relating to the bids exchanged by the bidder and RailTel, shall be written in English Language, provided that any printed literature furnished by the

Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Authorised Signatory of the interested partner.

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

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

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

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

#### **12. Payment Terms**

12.1. Payment will be on '**back-to-back**' basis. Advance will be payable to Business Partner, if any advance received by RailTel from customer on submission of equivalent amount of Bank Guarantee.

12.2. 100% Payment shall be released on back to back basis as per the following schedule:

- 5% of the total cost of the project as mobilization advance along with Letter of Award/Work order on submission of Bank Guarantee of equal amount with validity of 3 months beyond the execution timeline.
- 30% of the total cost of the project as second Instalment on completion of CCTV Installation work at strong rooms.
- 40% of the total cost of the project as 3rd Installment Immediately after go-live of Integrated command control center.
- Balance 25% of the total cost of the project as final Installment after completion of project/Exam.

12.3. Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from CoR for the same work / services.

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

12.5. TDS will be deducted as per prevailing rates. The consideration aforementioned is all inclusive and no other amounts will be payable to the Business Partner by RailTel on any account whatsoever, unless otherwise specifically agreed to in writing.

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

- i. Tax e-invoice.
- ii. PO Copy
- iii. Copy of Bank Guarantee
- iv. Customer Acceptance Certificate (if any)

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

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

- 13.1 The CSP shall at its own expense, deposit with department, within fifteen (15) days of the notification of award (done through issuance of the LOA/Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/

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

- 13.2 The PBG shall be valid until 3 months beyond the last date of the contract period. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the CSP under the contract. However, no interest shall be payable on the PBG. In the event, CSP being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discretion. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the CSP's failure to complete its obligations under the contract. RailTel shall notify the CSP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the CSP is in default.
- 13.3 RailTel shall also be entitled to make recoveries from the CSP's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 13.4 If the service period gets extended by virtue of extension of same by CoR, submitted PBG should also be amended (value and period) accordingly by the CSP.
- 13.5 During the contract period, RailTel may issue Purchase Order(s) for the additional works/ services ordered by CoR (in case) to

RailTel. In such scenario(s) also, Clause No. 13.1. to Clause No. 13.4. are to be followed by the CSP.

13.6 In case the CoR has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected bidder has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Bidder will be accepted in lieu of PBG from Scheduled Bank.

14 Detail for online SFMS confirmation using the plate form is as below:

- BG advising message – IFN 760COV/ IFN 767COV via SFMS
- To mandatorily send the Cover message at the time of BG issuance.
- IFSC Code of ICICI Bank to be used (ICIC00000007).
- Mention the unique reference (RAILTEL6103) in field 7037.
- Customer ID: 571916103,
- Unique identifier for Field 7037: RCIL571916103.

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

14.1 Interested partner should submit commercial bid as per format given in the EOI.

14.2 The commercial bid should clearly bring out the cost of the goods/ services with detailed break-up of taxes.

14.3 The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and bidder.

14.4 The quantity of 'Line Items' may vary at the time of placing of Purchase Order or during the Contract Period, as communicated by CoR (in case) to RailTel. In such scenarios, the 'Per Unit' cost will be considered to arrive on contractual amount between RailTel and CSP.

14.5 It is also possible that CoR may surrender/ increase, some or all of the quantities of service items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and CSP shall be considered, at sole discern of RailTel.

#### **15. Duration of the Contract Period**

(1) The contract duration shall be same as of CoR's contract duration with RailTel until otherwise terminated earlier. Indicative contract duration is for a period



of 1 year subject to extension for another year based on the satisfactory performance and mutual consent of both parties. The contract duration can be renewed / extended by RailTel at its discretion, in case CoR extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by CoR to RailTel. **An agreement (as per annexure-13) shall need to be signed by the successful bidder at the quoted/ agreed rate as per the terms & conditions of the EOI. Pre-Bid teaming Agreement will be signed with the L1 bidder. PO shall be issued after receiving the PO/LOA/Work order form the UPMSF.**

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

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

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

- 17.1 RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the CSP shall be payable by RailTel.
- 17.2 RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice of One (01) month or as per CoR tender condition whichever is earlier issued to the CSP, terminate/or suspend the contract / agreement under any of the following circumstances:
  - i. The CSP failing to perform any obligation(s) under the contract / agreement.
  - ii. The CSP failing to rectify, within the time prescribed, any

defect as may be pointed out by RailTel.

- iii. Non adherence to Service Level Agreements (SLA) which RailTel has committed to CoR for the pertinent tender.
- iv. The CSP going into liquidation or ordered to be wound up by competent authority.
- v. If the CSP is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as deemed fit under the circumstances.
- vi. It shall be the responsibility of the CSP to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which CSP's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.
- vii. Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either Suo- moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The CSP shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the CSP in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of CSP available with RailTel can be forfeited.

**18. Dispute Settlement**

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

**19. Governing Laws**

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

**20. Statutory Compliance**

- 20.1 During the tenure of this Contract nothing shall be done by CSP in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.
- 20.2 The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

**21. Intellectual Property Rights**

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

**22. Severability**

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

**23. Force Majeure**

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

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

## **24. Indemnity**

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

- a) Any mis-statement or any breach of any representation or warranty made by CSP or
- b) The failure by the CSP to fulfill any covenant or condition contained in this contract by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by CSP pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by CSP pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or
- c) Any compensation / claim or proceeding by any third party

against RailTel arising out of any act, deed or omission by the CSP or

- d) Claim filed by a workman or employee engaged by the CSP for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

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

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

- 25.1 The CSP liability under the contract shall be determined as per the Law in force for the time being. The CSP shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the CSP and its employees (direct or indirect), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of CSP or his agents or any person / persons claiming through under said CSP, However, such liability of the CSP shall not exceed the total value of the contract.
- 25.2 This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the CSP is legally liable.

## **26. Confidentiality cum Non-disclosure**

- 26.1 The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All

information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.

- 26.2 Notwithstanding the foregoing, neither Party shall have any obligations regarding non-use or non-disclosure of any confidential information which:
- a) Is already known to the receiving Party at the time of disclosure:
  - b) Is or becomes part of the public domain without violation of the terms hereof;
  - c) Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:
  - d) Is received from a third party without similar restrictions and without violation of this or a similar contract.
- 26.3 The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law.
- 26.4 Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.
- 26.5 This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

## **27. Assignment**

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

## **28. Insurance**

The CSP agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software etc. as per scope of work and validity of insurance should be upto the date of complete execution and acceptance from the customer of RailTel.

## **29. Exit Management**

### **29.1 Exit Management Purpose**

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

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

- a)** Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code (if any); any other data and confidential information created as part of or is related to this contract;
- b)** All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to RailTel or its nominated agencies, or its replacing vendor (as the



case may be).

- 29.3 Employees : Promptly on reasonable request at any time during the exit management period, the CSP shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide RailTel a list of all employees (with job titles and communication address), dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the CSP, RailTel or the replacing vendor may make an offer of contract for services to such employees of the CSP and the CSP shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.
- 29.4 Rights of Access to Information: Besides during the contract period, during the exit management period also, if asked by RailTel in writing, the CSP shall be obliged to provide an access of information to RailTel and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / software / active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other related material.

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

### **30. Liquidated Damages**

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

10%, RailTel will be within its rights to terminate the contract.

**31. Waiver**

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

**32. Local Content Compliance:**

- a) Only 'Class-I local supplier' and Class-II local supplier', as defined under the order no.- P-45021/2/2017 -PP (BE-II) dt. 4th June 2020 issued by Ministry of Commerce and Industry and reiterated by Railway Board Order no.- 2020/RS (G)/779/2 dt.12.06.2020, shall be eligible to bid in this EOI. Subsequent OM no. P-45021 dt.21.06.2017, PP-(BE-II) (E-1588) dt. July 27, 2020, OM No. P-45021/130/2020PP(BE-II)(E-435185) dt. July 9, 2020, OM No. P-45021/2/2017-PP(BE-II) dated September 16, 2020 of Ministry of Commerce and Industry shall also be applicable.
- b) 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% , as defined in the aforesaid order.
- c) 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50% , as defined in the aforesaid order.
- d) 'Non local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to or 20%, as defined in the aforesaid order. Any offer submitted entity shall not be considered.
- e) The margin of Purchase Preference to 'Class-I local supplier' shall be 20%, 'Class-II local supplier', 'Non local supplier' shall not be eligible for any purchase preference in this tender.
  - i. **The Subject tender is not divisible in nature and the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non local supplier'. Class-II local supplier' will not get any purchase preference.**
  - ii. The procedure to be followed in this tender shall be as per para 3 A (c) of the aforesaid order.

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

**33. Work Execution Time:**

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

**34. Changes in Contract Agreement**

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

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**CHECKLIST OF DOCUMENTS FOR BID SUBMISSION**

<b>SN</b>	<b>Type</b>	<b>Description</b>	<b>Page No.</b>
1	Empanelment	Bidder must be empaneled with RailTel as business associate/Business partner/ DSP/System Integrator.	
2	POA	The bid should be duly signed and submitted by Authorised Signatory. The bidder has to submit the notarized on Rs. 100/- non-judicial stamp paper. Power of Attorney having authorised signatory's nomination along with board resolution in favour of power of attorney as per format Annexure-15.	
3	EMD payment	EMD payment	
4	Non- Black Listing	Bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI	
5	Land border sharing	Compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions	
6	No- arbitration with RailTel	There should not be any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI	
7	Unconditional Acceptance of EOI.	Undertaking on letter head duly signed and stamped by authorised signatory for unconditional Acceptance of the Scope of work along with all the terms & Conditions as per the EOI, corrigendum and addendum.	
8	Turnover	The Bidder should have a minimum average annual turnover of INR 20 Crores from Examination based projects during the last three financial years i.e. FY 2021-22, 2022-23, 2023-24 or FY 2022-23, 2023-24, 2024-25. In case, the bidder submits turnover for FY 2022-23, 2023-24, 2024-25 the bidder can submit provisional certificates also along with the CA and Bidders The terms and conditions apart from the points mentioned in this document remain unchanged. declaration to provide the audited balance sheet, profit loss and turnover certificate as soon it is verified.	

SN	Type	Description	Page No.
9	Work Experience	The Bidder should have executed project including supply and installation/ commissioning or rental based service of CCTV based surveillance system for examinations with any Centre/State Government Agency/PSU/Govt. Institute in India in last 5 years preceding bid due date, with order value not less than: - i) One order of minimum INR 20 cr. of estimated project value. or, ii) Two orders of minimum INR 12.5 cr. of estimated project value each or, iii) Three orders of minimum INR 10 cr. of estimated project value each.	
10	Document	i. Certificate of Incorporation/ Registration Certificate ii. GST Registration iii. PAN Card	
11	Proposed Make and Model	Detail of the Proposed Make and Model in the solution.	
<b>12</b>	<b>OEM related Criteria</b>		
(i)	OEM Authorization	MAF from OEM for Video wall, Desktop, LED Display, Camera, Router, Switch, Diesel Generator, UPS etc is mandatory	
(ii)	OEM Detail	The OEMs cannot be an individual or group of individuals. It should only be a registered legal entity such as (i) company registered under Companies Act, 1956 or an equivalent law or (ii) Limited Liability Partnership, Act 2008 or equivalent law applicable in any State of India.	
(iii)	Operational Presence of OEM in India	Operational Presence OEMs should be continuously in operation in India for not less than last 5 years preceding bid due date	
(iv)	OEM Declaration for Non-Blacklisting	The OEMs should not have been blacklisted by the Central Government, State Governments, PSU or any Government Corporations in India, preceding the bid due date.	
(v)	OEM certification	The OEMs must have following necessary certifications: - • ISO 9001: 2015 • Energy certifications as per prevalent Indian law/guidelines • Quality Testing certificates as per prevalent Indian law/guidelines.	
<b>Annexures:</b>			
1	Annexure – 01	CHECKLIST OF DOCUMENTS FOR	

SN	Type	Description	Page No.
		BID SUBMISSION	
2	Annexure - 02	EOI COVER LETTER	
3	Annexure - 03	Local Content Compliance	
4	Annexure – 04	Commercial Bid	
5	Annexure - 05	PROFORMA FOR PERFORMANCE BANK GUARANTEE	
6	Annexure-06	Non-Disclosure Agreement	
7	Annexure 07	Technical Compliance	
8	Annexure 08	Pre-Bid Agreement	
9	Annexure 09	Integrity pact	
10	Annexure 10	EMD BANK GUARANTEE FORMAT	
11	Annexure-11	AFFIDAVIT form	
12	Annexure-12	Scope of the Work	
13	Annexure-13	Contract Agreement	Will be signed with L1 bidder.
14	Annexure-14	Bidder Profile	
15	Annexure-15	Power of Attorney Format	
16	Exclusive	Undertaking for Exclusive bidding with RailTel	

**Note:**

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

Signature of Authorised Signatory

Name:

Designation:

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

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

Dated: XX-XX-XXXX

To,

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

Dear Sir,

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

Signature of Authorised Signatory

Name:

Designation:

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

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

To,

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

Dear Sir,

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

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

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

Signature of Authorised Signatory

Name:

Designation:



## Annexure – 04

## Commercial Bid



**RAILTEL CORPORATION OF INDIA LIMITED**  
(A Govt. of India Undertaking)  
Plate-A, 6th Floor, Office Tower-2, NBCC Building,  
East Kidwai Nagar, New Delhi-110023

To,

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

EOI NO. RCIL/EOI/COMKTG/VAB/2024-25/E-46081/01 Dated: 30.11.2024

Name Of Work:- "Selection of Business Partner from RailTel's Empaneled Partners for Implement and Operate Artificial Intelligence based Live CCTV Surveillance at approximately 8000 Strong rooms of the Examination Centers to monitor the Board Examination year 2025 for Madhyamik Shiksha Parishad, Uttar Pradesh under BA Policy on back-to-back basis".

Name of Company/Firm		M/s				
Category	SERVICE DESCRIPTION	Qty.	Unit	Basic Rate	GST %	PRICE EXCLUDING GST
A	Proposed total cost for the implementation of Artificial Intelligence Based Live CCTV Surveillance Service for approx. 8000 Strong rooms and setup and operation of ICCC at Prayagraj and Lucknow Total Price A = (Bx8000 strong rooms) + C + D	1	No.	-		
B	Artificial Intelligence Based Live CCTV Surveillance Service for Strong rooms (03 CCTV per Strong room) as per Scope of Work Per Strong Room for a period of 30 days, (On rental basis)	1	No.			
C	Design, Build and Establish the Non-IT & IT Infrastructure of Integrated Command and Control Centre as per Scope of Work at Lucknow Lumpsum (One time installation, commissioning, testing and operations as per the SoW)	1	No.			
D	Design, Build and Establish the Non-IT & IT Infrastructure of Integrated Command and Control Centre as per Scope of Work at Prayagraj Lumpsum (One time installation, commissioning, testing and operations as per the SoW)	1	No.			
Final Total cost excluding tax				-		
Final Total cost including tax				-		

Note: -

1. For the selection of service provider, price quoted in Row A shall be considered for the lowest (L1) comparison.

\*\*\*\*\*

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

To,

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

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

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

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

Dated the ..... Day of ..... 2023 for (Name of Bank)

In the presence of Witnesses:

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

**Encl: SFMS PBG Report**

**Annexure-06**

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

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

By and between

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

And

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

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

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

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

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

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

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

**1. Permitted Use.**

**a) Receiving Party shall:**

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

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

- b) The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate:
- i. is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;
  - ii. at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;
  - iii. is approved for release by written authorization of Disclosing Party; or
  - iv. is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.
- c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

**2. Designation.**

- a) Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:
- i. written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or
  - ii. oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

3. Cooperation. Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.
4. Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby.

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

5. No Obligation. Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.
6. Return or Destruction of Information.
- a) All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:
- i. termination of this Agreement;
  - ii. expiration of this Agreement; or

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

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

13. Settlement of Disputes:

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

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

15. CONFIDENTIALITY OF NEGOTIATIONS

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

16. REPRESENTATION

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

17. ASSIGNMENT

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

18. EMPLOYEES AND OTHERS

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

such persons or entities.

#### 19. NO LICENSE

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

#### 20. RELATIONSHIP BETWEEN PARTIES:

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

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

#### 22. MISCELLANEOUS.

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

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

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

Witnesses: 1

Witnesses: 2



Annexure 7

Technical Compliance

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

Business Associates are requested to mention the details of compliance of technical solution proposed.

S.No.	Scope Item	Specification as per technical Document	Proposed OEM Name	MAF Provided (Yes/No)	Compliance sheet
A	B	C	D	E	F
1	As per Technical Document	As per Technical Document	To be filled by Bidder	To be filled by Bidder	To be filled by Bidder
2					
3					
4					
5					

Signature of Authorised Signatory  
Name:  
Designation:

This Pre-Bid Agreement (the “Agreement”) is made at New Delhi on this \_\_\_\_\_ Day of \_\_\_\_\_ (month) 2024.

BETWEEN

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

AND

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

RailTel and \_\_\_\_\_ shall be hereinafter individually referred to as “Party” and collectively as “Parties.”

WHEREAS,

A. RailTel is a "Mini Ratna (Category-I)" CPSU of Ministry of Railways, having exclusive right of way along Indian Railways and has created an OFC backbone and associated transport and network infrastructure to provide carrier class telecom services. RailTel has Unified License issued by DoT to provide a range of telecom services. RailTel also has two tier III certified data Centre's at Secunderabad and Gurugram. RailTel has created a slew of digital services like cloud, hosting, hosted Video Conferencing service, Aadhar Services, Content delivery platform, Wi-Fi as a service etc. RailTel has strong capabilities in managing telecom infrastructure, MPLS network infrastructure, data centre services like IaaS (Infrastructure as a Service) and PaaS (Platform as a Service).

### B. (DETAILS OF SECOND PART)

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

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

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

E. RailTel shall submit Rupees YYYY as BG against pre integrity pact at the time of submission of bid as an Integrity Pact bank guarantee to end customer and accordingly "XXXX" shall submit Rupees ZZZZ as BG of pre integrity pact on back-to-back basis to RailTel before final submission of the said bid to end customer. (This is applicable on cases to case basis as per CoR requirement. May please read in conjunction of the current RFP.)

F. Party hereby acknowledges that RailTel has received Rs. \_\_\_\_\_ (Rs. In words) from M/s \_\_\_\_\_ as per the Terms and conditions of EOI no. \_\_\_\_\_ dated \_\_\_\_\_.

G. The Parties are thus entering into this Agreement to record the terms and conditions of their understanding and the matters connected therewith.

RailTel has agreed to extend all the necessary and required support to "XXXX" during the entire contract period.

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

## 1. SCOPE OF CO-OPERATION

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

and acknowledges that following shall be Scope of Work of \_\_\_\_\_ out of the total project work.:

2. Technical Terms – As per CoR document

3. TERM AND TERMINATION

- 3.1 This Agreement shall come into force as of the date of signing and shall continue to be in full force and effect till the complete discharge of all obligations, concerning the carrying out of the said Project, except terminated earlier by the Parties in terms of this Agreement or in terms of the said project, whichever is applicable.
- 3.2 This Agreement can be terminated by either Parties forthwith in the event of happening of the following events:
- a) End customer announces or notifies the cancellation of the said Project and / or withdrawing the said RFP.
  - b) The receipt of an official communication that End customer chooses not to proceed with RailTel for the said Project or RailTel is not short listed by End customer.
  - c) Material breach of any of the terms and conditions of this Agreement by either of the Parties and the same is not rectified by the defaulting Party beyond 15 (fifteen) days (or a reasonable time period as mentioned under the notice issued by the other Party) from the date of receipt of notice from the other Party to cure the said breach.
- 3.3 Parties agree and understand that as of the execution of this Agreement they are contractually bound and obligated to perform the services, obligations and the scope of work entrusted, should RailTel be declared as the successful bidder of the said Project. Any Party shall not withdraw its participation subsequent to execution of this Agreement, at any point in time except in case of material breach of any of the terms of the Agreement.
- 3.4 In case "XXXX" breach the terms of Agreement i.e. defaulting party in such case the balance unsupplied quantity or service shall be completed by RailTel i.e. non-defaulting party and cost for completion of that balance unsupplied quantity or service of such defaulting party shall be executed by RailTel at the risk and cost of such defaulting party.

4. Liability:

It is understood that the parties are entering into this pre-bid teaming agreement for requirement of submission of bid against the RFP floated by end customer for Implementation of Network Security System and Integration for end Customer Organization. Parties acknowledge and agree that "XXXX" shall be completely liable for the successful execution of this project, in relation to its defined scope of work (as detailed in clause 1.7 above), fully complying the end customer requirements. Accordingly, it is agreed that notwithstanding anything contained in the RFP document, "XXXX" shall be liable to RailTel with regard to its obligations and liability to complete the agreed and defined scope of work as detailed in clause 1.7 above.

5. EXCLUSIVITY

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

## 6. PAYMENT TERMS

The payment terms between the parties shall be only on receipt of payment from end customer.

## 7. TAXES

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

## 8. INDEMNIFICATION

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

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

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

## 9. COMPLIANCES TO STATUTORY OBLIGATIONS

9.1 Parties shall also obtain and keep in place necessary insurance policies, Medclaim policies, group insurance schemes of adequate value to cover their workmen, supervisors, etc. with regard to any accidents, injury or the

liability under the Employee Compensation Act.

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

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

## 10. LEGAL STATUS

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

## 11. REPRESENTATIONS AND COVENANTS

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

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

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

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

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

## 12. SUBCONTRACTING BETWEEN PARTIES

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

## 13. GOVERNING LAW AND JURISDICTION

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

## 14. GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION

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

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

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

## 15. FORCE MAJEURE

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

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

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

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

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

## 16. INTELLECTUAL PROPERTY RIGHTS

16.1 Each Party shall remain the sole owner of all industrial or intellectual property rights, Technical Data, Know-How, designs, specifications and the like, generated or acquired before the signature, or beyond the scope of this agreement.

16.2 Each Party shall remain the sole owner of all industrial or intellectual property rights, technical data, know-how, design specifications and the like generated solely by that Party during the course of the performance of this agreement and shall not be free to use it by the other party and if the other party uses that intellectual property rights prior permission shall be taken with paying necessary fees for such rights.

16.3 In case of joint development, the work-share and associated ownership of intellectual property of each Party shall be mutually agreed upon and defined in advance in the definitive agreement for the specific program. However, should any invention be jointly made by the Parties in the performance of this agreement, without neither Party being in a position to reasonably claim the ownership of said intellectual property right, the said right shall be jointly owned by the Parties and the corresponding measures of protection for both Parties of the said right as may be practicable shall be mutually agreed by both Parties and cost for such registration of such right shall be borne by the parties proportionately as per the ownership of the rights.

16.4 As on date, Parties confirms that there are no infringements of any Intellectual Property Rights of the products contemplated under this agreement, in accordance with the laws prevailing in the country.

16.5 The Parties undertake and confirm that the Technology / Knowhow / Design owned by each of them and intended to be put into use for execution of various Projects pursuant to this agreement has been originally developed by each of such Parties. The Parties are entitled to all the Intellectual Property Rights in Technology / Knowhow / Design intended to be put into use for execution of various Projects and no third-party Intellectual Property Rights have been put into use either in their original or modified form without proper authorisation of such third party. The Parties further vouchsafes that the foregoing undertaking is actuated by truth and accuracy and no misrepresentation is being put into use for inducing each other to enter into this agreement.

## 17. CONFIDENTIALITY

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

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



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

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

17.3.1 Already known by the receiving party prior to disclosure;

17.3.2 Publicly available through no fault of the receiving party;

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

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

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

17.3.6 Disclosed under operation of law;

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

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

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

## 18. NOTICES

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

To RailTel Corporation of India Limited

To: RailTel Corporation of India Ltd., Kind Attn: General Manager-Value Added Business

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

To \_\_\_\_\_

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

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

## 19. AMENDMENT

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

## 20. PRIOR UNDERSTANDING

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

## 21. GENERAL

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

## 22. Miscellaneous

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

obligations expressly declared herein.

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

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

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

For RailTel Corporation Of India Limited

Authorised Signatory

Name:

Designation:

In Presence of witness:

Signature:

Name:

Address:

For \_\_\_\_\_

Authorised Signatory

Name:

Designation:

Signature:

Name:

Address:

**Annexure 9****Integrity Pact****Details of IEM**

The following eminent personalities have been appointed as Independent External Monitors (IEMs) by RailTel for effective implementation & monitoring of Integrity Pact:

<b>Name</b>	<b>Contact</b>
Shri. Vinit Kumar Jayaswal	Add: E-34, Brahma Apartments, Plot-7, Sector-7, Dwarka, New Delhi-110075. E-Mail: <a href="mailto:gkvinit@gmail.com">gkvinit@gmail.com</a> M.No. +91-9871893484
Shri. Punati Sridhar	Add: 8C, Block 4, 14-C Cross, MCHS Colony, HSR 6th Sector, Bangaluru 560102. E-Mail: <a href="mailto:poonatis@gmail.com">poonatis@gmail.com</a> M.No. +91-9448105097

**Annexure 9 (Annexure-A)**

**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with RailTel Units shall apply for registration in the prescribed Application -Form.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ retainer-ship being paid by the principal to the agent before the placement of order by RailTel.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by RAILTEL in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission /remuneration included in the price(s) quoted by the tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by RAILTEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 180 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by RAILTEL. Besides this

there would be a penalty of banning business dealings with RAILTEL or damage or payment of a named sum.

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**Annexure 9 (Annexure-B)****GUIDELINES ON BANNING OF BUSINESS DEALINGS****CONTENTS**

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**1. Introduction**

1.1 RailTel Corporation of India Ltd (RAILTEL), being a Public Sector Enterprise, under the administrative control of the Ministry of Railways and therefore being an authority deemed to be the state within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. RAILTEL has also to safeguard its commercial interests. RAILTEL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of RAILTEL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on

RAILTEL to observe principles of natural justice before banning the business dealings with any Agency.

- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

## **2. Scope**

- 2.1 The General Conditions of Contract (GCC) of RAILTEL generally provide that RAILTEL reserves its rights to remove from list of approved suppliers/ contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies/ customers/ buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.3 However, absence of such a clause does not in any way restrict the right of Company (RAILTEL) to take action / decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers/ contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5 These guidelines apply to Corporate Office, all Regions and Subsidiaries of RAILTEL.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management to avoid entertaining any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

## **3.0 Definitions**

In these Guidelines, unless the context otherwise requires:

- i. Party / Contractor / Supplier / Purchaser / Customer shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. Party / Contractor / Supplier / Purchaser / Customer in the context of these guidelines is indicated as Agency.
- ii. Interconnected Agency shall mean two or more companies having any of the following features:
  - a) If one is a subsidiary of the other;
  - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
  - c) If management is common;
  - d) If one owns or controls the other in any manner;
- iii. Competent Authority and Appellate Authority shall mean the following:
  - a) For Company (entire RAILTEL) wide Banning: The Director shall be the Competent Authority for the purpose of these guidelines. CMD, RAILTEL shall be the Appellate Authority in respect of such cases except banning of business dealings with Foreign Suppliers of imported items.
  - b) For banning of business dealings with Foreign Suppliers of imported items, RAILTEL Directors Committee (RDC) shall be the Competent



- Authority. The Appeal against the Order passed by RDC, shall lie with CMD, as First Appellate Authority.
- c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach Railway Board as Second Appellate Authority.
  - d) For RailTel Regions only: Any officer not below the rank of General Manager appointed or nominated by the Executive Director of concerned Region shall be the Competent Authority for the purpose of these guidelines. The Executive Director of the concerned Region shall be the Appellate Authority in all such cases.
  - e) For Corporate Office only: For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Concerned Group General Manager / General Manager shall be the Competent Authority and concerned Director shall be the Appellate Authority.
  - f) CMD, RAILTEL shall have overall power to take Suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
  - iv. Investigating Department shall mean any Department or unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
  - v. List of approved Agencies - Parties / Contractors / Suppliers/ Purchaser/ Customers shall mean and include list of approved /registered Agencies- Parties/ Contractors / Suppliers / Purchasers / Customers, etc.

#### **4.0 Initiation of Banning / Suspension**

Action for banning / suspension of business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Region / Unit/ Corporate Office may also be competent to initiate such action.

#### **5.0 Suspension of Business Dealings**

- 5.1 If the conduct of any Agency dealing with RAILTEL is under investigation by any department (except Foreign Suppliers of imported items), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2 The order of suspension shall be communicated to all the departmental heads

within the unit/ region/ Corporate Office as the case may be. During the period of suspension, no business dealing may be held with the agency. As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.3 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of RAILTEL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), RAILTEL Corporate Office alongwith the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the units/ regions of RAILTEL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the units/ Regions / Corporate Office by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency and all concerned. Such an order would operate for a period of six months from the date of issue.

5.4 for suspension of business dealings with Foreign Suppliers of imported items, following shall be the procedure:

- i. Suspension of the foreign suppliers shall apply throughout the Company/ Regions including Subsidiaries.
- ii. Based on the complaint forwarded by ED / GGM / GM or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of RAILTEL to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director / GGM / GM, to place it before a committee consisting of the following:
  1. ED/ GGM/ GM (viz. Representative of Corporate Finance).
  2. ED/ GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
  3. ED / GGM/ GM (to be nominated on case-to-case basis).
  4. ED / GGM/ GM ((viz. Representative of Corporate Law).

The committee shall expeditiously examine the report and give its comments / recommendations within twenty-one days of receipt of the reference by ED/ GGM/ GM.

- iii. The comments / recommendations of the Committee shall then be placed by ED/GGM/GM, before RAILTEL Directors Committee (RDC) constituted for import of items. If RDC opines that it is a fit case for suspension, RDC may pass necessary orders which shall be communicated to the foreign supplier by the ED/GGM/GM.

5.5 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.6 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

## **6.0 Ground on which Banning of Business Dealings can be initiated**

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation

- to its business dealings with the Government or any other public sector enterprises or RAILTEL, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
  - 6.4 If the Agency continuously refuses to return / refund the dues of RAILTEL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
  - 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
  - 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
  - 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;
  - 6.8 If the Agency uses intimidation/ threatening or brings undue outside pressure on the Company (RAILTEL) or its official in acceptance/ performances of the job under the contract;
  - 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
  - 6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (RAILTEL) or not;
  - 6.11 Based on the findings of title investigation report of CBI / Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Company (RAILTEL) or even otherwise;
  - 6.12 Established litigant nature of the Agency to derive undue benefit;
  - 6.13 Continued poor performance of the Agency in several contracts;
  - 6.14 If the Agency misuses the premises or facilities of the Company (RAILTEL), forcefully occupies tampers or damages the Company's properties including land, water resources, etc.
- (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

## **7.0 Banning of Business Dealings**

- 7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company including subsidiaries. However, the Competent Authority of the Region/ Unit except Corporate Office can impose such ban Region-wise only if in the particular case banning of business dealings by respective Region/ Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct/ default to beyond the Region/ Unit. Any ban imposed by Corporate Office shall be applicable across all Regions/ Units of the Company including Subsidiaries.
- 7.2 For Company-wide banning, the proposal should be sent by ED of the Region/ Unit to the CVO/RailTel setting out the facts of the case and the justification of the action proposed alongwith all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported items. The Corporate Vigilance shall process the proposal of the concerned Region/ Unit for a prima-facie view in the matter by the Competent Authority nominated for Company-wide banning. The CVO shall get feedback about that agency from all other Regions/ Units. Based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority.

If the prima-facie decision for Company-wide banning has been taken, the Corporate Vigilance shall issue a show-cause notice to the agency conveying why it should not be banned throughout RAILTEL.

After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the competent Authority.

7.3 There will be a Standing Committee in each Region/ Unit to be appointed by Chief Executive Officer for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers. However, for procurement of items/ award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager/ Dy. General Manager each from Operations, Finance, Law & Project. Member from Project shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- I. To study the report of the investigating Agency and decide if a prima-facie case for Company-wide / Region wise banning exists, if not, send back the case to the Competent Authority.
- II. To recommend for issue of show-cause notice to the Agency by the concerned department.
- III. To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- IV. To submit final recommendation to the Competent Authority for banning or otherwise.

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show- cause notice may be issued to the Agency and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported items.

- i. Banning of the agencies, shall apply throughout the Company including subsidiaries.
- ii. Based on the complaint forwarded by Executive Director or received directly by Corporate Vigilance, an investigation shall be carried out by Corporate Vigilance. After investigation, depending upon the gravity of the misconduct, Corporate Vigilance may send their report to Executive Director/ GGM/ GM, to be placed before a Committee consisting of the following:

1. ED / GGM/ GM (viz. Representative of Corporate Finance).
2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
3. ED / GGM/ GM (to be nominated on case-to-case basis).
4. ED / GGM/ GM ((viz. Representative of Corporate Law).

The Committee shall examine the report and give its comments/ recommendations within 21 days of receipt of the reference by ED.

- iii. The comments/recommendations of the Committee shall be placed by ED/ GGM/GM before RAILTEL Directors' Committee (RDC) constituted for import of foreign items. If RDC opines that it is a fit case for initiating banning action, it will direct ED/ GGM/ GM to issue show-cause notice to the agency for replying within a reasonable period.
- iv. On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED to RDC for consideration & decision.

- v. The decision of the RDC shall be communicated to the agency by ED/GGM/GM concerned.

**8.0 Removal from List of Approved Agencies Suppliers/ Contractors, etc.**

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
- 8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE (Limited Tender Enquiry) may not be given to the Agency concerned.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

**9.0 Show-cause Notice**

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its Defence.
- 9.2 If the Agency requests for inspection of any relevant document in possession of RAILTEL, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass all appropriate speaking order:
- a) For exonerating the Agency if the charges are not established.
  - b) For removing the Agency from the list of approved Suppliers/ Contractors, etc.
  - c) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

**10.0 Appeal against the Decision of the Competent Authority**

- 10.1 The agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

**11.0 Review of the Decision by the Competent Authority**

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Chief Executive / Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Chief Executive / Competent Authority upon disclosure of new facts/ circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

**12.0 Circulation of the names of Agencies with whom Business Dealings have been banned**

- 12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.2 If Government Departments or a Public Sector Enterprise requests for more information about the Agency with whom business dealings have been banned, a copy of the report of the Inquiring authority together with a copy of

the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, RAILTEL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its interconnected Agencies.

12.4 Based on the above, Regions / Units may formulate their own procedure for implementation of the guidelines.

\*\*\*\*\*

**Annexure 9 (Annexure-C)**

**INTEGRITY PACT**

RailTel Corporation of India Limited, hereinafter referred to as "The Principal".

And

....., hereinafter referred to as "The Bidder/ Contractor"

**1. Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for

---

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**2. Section 1- Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**3. Section 2- Commitments of the Bidder(s) / Contractor(s)**

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any

advantage during tender process or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure A.
- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**4. Section 3: Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process & exclude him from future business dealings as per the existing provisions of GFR,2017,PC ACT 1988) or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings" and any other Financial Rules/Guidelines applicable to the Principal. Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure "B".

**5. Section 4: Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to be terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

**6. Section 5: Previous Transgression**



1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

**7. Section 6: Equal treatment of all Bidders / Contractors/Subcontractors.**

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a signed commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal Contractor shall take the responsibility of the adoption of IP by the sub- contractors. It is to be ensured that all sub-contractors also sign the IP.
3. In case of a Joint Venture, all the partners of the Joint Venture should sign the Integrity pact.
4. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions

**8. Section 7: Criminal charges against violation by Bidder(s) / Contractor(s) / Sub contractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**9. Section 8: Independent External Monitor / Monitors**

1. The Principal appoints competent & credible Independent External Monitors for this pact as nominated by the Central Vigilance Commission (CVC) Government of India, from the panel of IEMs maintained by it. The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor.
4. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

Note: However, the documents /records/information having National Security implications and those documents which have been classified as

Secret/Top Secret are not to be disclosed.

6. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.  
The advice of the IEM panel is restricted to resolving issues raised by a bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders.
7. The panel of IEMs are expected to submit a joint written report to the CMD, RailTel within 30 days from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the RailTel Board.
9. The IEMs would examine all complaints received by them and give their recommendations/views to the CMD, RailTel at the earliest. They may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious issue having a specific, verifiable vigilance angle, the matter should be reported directly to the Chief Vigilance Commission.
10. The word 'Monitor' would include both singular and plural.
11. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

#### **10. Section 9: Pact Duration**

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the completion of contract. After award of work, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. However, the IEMs may suggest systemic improvements to the management of the organization concerned, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of RailTel.

#### **11. Section 10: Other Provisions**

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.

- 2. Changes and supplements as well as termination notices need to be made in writing.
- 3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5. The parties signing the IP shall not approach the Courts while representing the matters to the IEMs and he/she will await the decision in the matter.
- 6. Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor
- 7. The Integrity pact shall be deemed to form a part of contract and parties shall be bound by its provision.
- 8. Issues like warranty/guarantee etc. should be outside the purview of IEMs.  
(For & on behalf of the Principal) (For & On behalf of Bidder/Contractor)

(Office Seal) (Office Seal)

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

Witness 1: Witness 1:  
Address: \_\_\_\_\_ Address: \_\_\_\_\_

Witness 2: Witness 2:  
Address: \_\_\_\_\_ Address: \_\_\_\_\_

**Annexure 9 (Annexure-D)****Integrity Pact Program**

Bringing the practices in RailTel Corporation of India Limited up to the internationally acclaimed best practices for raising integrity levels in procurement of works and services, RailTel is implementing the Integrity Pact Program in line with the recommendation of Central Vigilance Commission (CVC).

The Integrity Pact Program envisages an 'Integrity Pact', an agreement between the prospective Bidders & Contractors and RailTel, committing the persons/officials of both parties, not to exercise any influence on any aspect of the contract.

**Coverage:**

The Integrity Pact Program will cover the following tenders/procurements:

All tenders relating to procurement of OFC, quad cable, pre-fab shelters, electronic equipments and its installations and/or commissioning etc. and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs. 15 crores at a time including for repair and maintenance of cable /network and any other items required for special works assigned to RailTel

**Implementation:**

The accompanying 'Integrity Pact' will be issued along with the bidding documents and will also be uploaded on the website.

Bidder of Indian origin shall submit the Integrity Pact (in 2 copies) on a non-judicial stamp paper of Rs. 100/- duly signed by the person signing the bid. Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.

If the bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.

The 'Integrity Pact' shall be returned by the Bidder duly signed along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'.

On behalf of RailTel, the Integrity pact will be signed by the concerned representative of the Projects department in the Bid Opening Committee immediately on receipt of Integrity Pact signed by the Bidder at the time of Bid opening. One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the bidders during bid opening. If the Bidders representative is not present during the Bid opening, the 2nd copy shall be sent to the bidder by post/courier.

Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.

The bidder shall not change the contents of the Integrity pact.

All the pages of the Integrity Pact are to be signed by both RailTel and the Bidder.

**Independent External Monitors (IEMs):**

1. CMD of RailTel is the authority to appoint Independent External Monitor(s) to oversee Integrity Pact Program's implementation and effectiveness with respect to the tenders/procurements to which Integrity Pact Program applies. For this purpose, CVC would nominate IEMs for RailTel from the panel of IEMs maintained by it. The Terms and Conditions of their appointment would be decided by CMD, RailTel in line with CVC guidelines in the matter.
2. In all tenders covered under the Integrity Pact, particulars of all IEMs, including their email IDs should be mentioned.
3. A copy of such Tender Document shall be forwarded to both IEM's promptly after

publishing of the same, Information regarding the contracts awarded against the said Tender shall be provided to the concerned IEM at regular intervals as decided in consultation with CVO. Additional details/documents, if any, shall be furnished to the concerned IEM/IEMs, as and when sought by them.

4. IEM/IEMs shall provide their opinion on the complaints received by them to CMD RailTel at the earliest. They may however send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action.

## Annexure 10

## EMD BANK GUARANTEE FORMAT

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

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_

[name of bank] of

\_\_\_\_\_ [name of country] having our registered office at

\_\_\_\_\_ (Hereinafter called "the Bank") are bound unto RailTel Corporation of India Limited., Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 [name of Employer] (hereinafter called "the Employer") in the sum of Rs. xxxxxx (Rupees **in words** only) for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20

THE CONDITIONS of this obligation are:

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

or

(2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:

a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required;

or

b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

or

c) does not accept the correction of the Bid Price;

we undertake to pay to the Employer up to the above amount upon receipt of his first written

demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date

\*

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

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

[Signature, name, and address]\* \_\_\_\_\_ days after the end of the validity period of the Bid.

**Annexure 11****FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI DOCUMENTS**

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

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

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

DEPONENT

SEAL AND SIGNATURE OF THE BA

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE OF THE BA

Place:

Dated:

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

**Annexue-12**

**Scope of Work:**

**Sub:** Selection of Business Partner from RailTel's Empaneled Partners for Implement and Operate Artificial Intelligence based Live CCTV Surveillance at approximately 8000 Strong rooms of the Examination Centers to monitor the Board Examination year 2025 for Madhyamik Shiksha Parishad, Uttar Pradesh under BA Policy on back-to-back basis.

1. This includes the scope of work along with detailed items/specifications as per Annexure-12- Pt-1( Customer RFP +Corrigendum).
2. Detailed specifications covering all the aspects/components related to the above scope of work is attached at Annexure-12- Pt-1. The supplied equipment under the above scope of work will be at par with the market standards and specifications mentioned in the annexure. The warranty of the Equipment will be 01 years from the date of the installation.
3. Selected Bidder shall exercise all reasonable skill, care and diligence in the discharge of its duties under this Work Order.
4. Confidentiality: Selected Bidder (L1 bidder) shall treat all the information provided by RailTel/UPMSP confidential and shall also ensure the security and confidentiality of information, documents, records, software, data, reports, deliverables etc. handled during the entire work period and subsequently. The above information shall not be shared without written approval of RailTel/UPMSP.



Tender No.: MA-SHI-PA/SYSTEMCELL/538

Date: 14/11/2024

**Madhyamik Shiksha Parishad, Uttar Pradesh,  
Prayagraj (UPMSP) - 211001**

Website: [upmsp.edu.in](http://upmsp.edu.in)

E-Mail: [upmspprayagraj@gmail.com](mailto:upmspprayagraj@gmail.com)



**माध्यमिक शिक्षा परिषद्  
उत्तर प्रदेश, प्रयागराज**

**Request For Proposal (RFP) for selection of experienced service  
provider (Participation limited to Central/State PSU) to  
implement and operate Artificial Intelligence based Live CCTV  
Surveillance at approximately 8000 Strong rooms of the  
Examination Centers to monitor the Board Examination year 2025  
for Madhyamik Shiksha Parishad, Uttar Pradesh**

*Handwritten signatures and initials at the bottom of the page.*

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## DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to BIDDERS, whether verbally or in documentary or any other form by or on behalf of the UPMSP or any of its employees or advisers, is provided to BIDDERS on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by UPMSP to the prospective BIDDERS or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by UPMSP in relation to the services. Such assumptions, assessments and statements do not support to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for UPMSP, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the BIDDERS is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. UPMSP accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

UPMSP, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

UPMSP also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

UPMSP may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the UPMSP is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the desired services and UPMSP reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by UPMSP or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will be borne by the Bidder and UPMSP shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or in submission of the Proposal, regardless of the conduct or outcome of the selection process.

No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officers of the UPMSP with the bidders.

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## NOTICE INVITING TENDER

### 1. ABOUT THE PROJECT

The Madhyamik Shiksha Parishad Uttar Pradesh is responsible for conducting the Board Examinations of the state for the classes 10th and 12th. For conducting the Board Examinations UPMSP appropriately selects examination centres. There are approximately 8000 examination centres to be selected for conducting the Board Examinations of around 56 lacs students studying in current Academic session 2024-25.

UPMSP is also responsible to maintain integrity and security of the Board Exam Question Papers to ensure transparent and effective examination procedure. In the same reference UPMSP endeavors to maintain the Confidentiality and integrity of the Question Papers of the state's school examination board. This proposal is invited for the selection of appropriate bidder that will ensure the surveillance of the strong rooms to monitor the security of the stored Question Papers. Madhyamik Shiksha Parishad of Uttar Pradesh has enforced a strict regulatory regime for strong rooms stocking question papers across the state. The regulatory commands includes surprise physical visits by the designated teams/officials, putting limit on number of authorized personnel to enter the strong rooms with complete ban on the use of mobile phones or any other electronic device by the staff members.

The state-level control room will be set up for CCTV surveillance and is connected to all district control rooms to monitor more than 3 lakh CCTV cameras installed at approximately 8,000 examination centers in 75 districts.

In the existing process each camera needs to be accessed manually for monitoring purpose and the monitoring process is tedious and time consuming. The existing system doesn't provide a real-time alert system and also there is no automated centralized surveillance system. The existing system provides only post incident analysis of any theft, intrusion, unauthorized activities etc.

Artificial Intelligence (AI) enabled Smart and Secured Exam Monitoring Solution is proposed to enhance the security, integrity, and fairness of Board Examinations. This solution shall leverage state of the art artificial intelligence (AI) and various advanced technologies to provide real time monitoring/intrusion detection and reporting to prevent board question paper leakage, ensure exam authenticity, and generate alerts on intrusion detection in strong room surveillance.

The Board examination are of high sensitivity and it is imperative to maintain high level of secrecy and security as a preventive measure, with this objective the Madhyamik Shiksha Parishad envisages to engage and onboard a Government Bidder/PSU/Government Department Subsidiary only which will ensure the implementation of Artificial Intelligence (AI) based live CCTV Surveillance system at Strong rooms, and implementation of Integrated Command Centres (Prayagraj & Lucknow) to monitor the board examination of Madhyamik Shiksha Parishad, Uttar Pradesh.

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# IMPORTANT SCHEDULE AND DETAILS

i.	NIT No.	MA-SHT-PA/SYSTEM CELL/5358536 Dt 14-11-24
ii.	Mode of Submission	Online only
iii.	Website for Bid Submission	www.etender.up.nic.in
iv.	Earnest Money Deposit (EMD)	<p>INR 50 Lacs only</p> <ul style="list-style-type: none"> <li>Bidders shall physically submit proof of submission of Earnest Money Deposit (EMD) in a sealed envelope titled "Request For Proposal (RFP) for selection of experienced service provider (Participation limited to Central/State PSU) to implement and operate Artificial Intelligence based Live CCTV Surveillance at approximately 8000 Strong rooms of the Examination Centers to monitor the Board Examination year 2025 for Madhyamik Shiksha Parishad, Uttar Pradesh" to the UPMSP before the bid submission end date.</li> <li>Scanned copy of EMD also needs to be uploaded on e-portal.</li> <li>Bidder has to submit EMD at the office of UPMSP within 5 working days in Hard copy from the bid submission last date.</li> </ul>
v.	Tender Fee	INR 29,500 only (Tender Fee 25,000 + 18% GST)
vi.	Performance Security Money	5% of Work Order value
vii.	Minimum Average Annual Turnover of Bidder	INR 25 Crores only in each of the last three FYs (Refer Qualification criteria Clause 2 of this RFP)
viii.	Bid Publish Date	14/11/2024
ix.	Last date & time of Bid Submission	06/12 /2024 at 03:00 PM
x.	Date of Pre-Bid Meeting	25/11/2024 at 11:30 AM
xi.	Last date for submission of Pre-Bid queries	23/11/2024 up to 05:00 PM
xii.	Email for submitting Pre-Bid queries	upmspho@gmail.com
xiii.	Technical Bid Opening Date & Time	09/12/2024 at 11:30 AM
xiv.	Financial Bid Opening Date	13/12/2024 at 11:00 AM (tentative) *Only technically qualified bidders will be invited.
xv.	Contact Details of Intending Officer	Authority: Committee constituted under the direction of DGSE. Email: upmspho@gmail.com Phone: 0532-2622767
xvi.	Address for Communication	Madhyamik Shiksha Parishad, Uttar Pradesh, Prayagraj-211001

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### 3. CONTRACT PERIOD

The contract period shall be for one year, subject to extension for another year based on the satisfactory performance and mutual consent of both parties.

**NOTE:** UPMSP administration may, at its discretion, extend the date for the submission of tender by amending the Tender documents in which case all rights and obligations of the administration and the Bidder previously subject to the original date shall thereafter be subject to the new deadline as extended. If such nominated date for submission of tender is subsequently declared as a Public Holiday by the UPMSP administration/ Government, the next official working day shall be deemed as the date for submission of tender.

### 4. DETAILED SCOPE OF WORK

#### 4(A) SOW – ARTIFICIAL INTELLIGENCE BASED LIVE CCTV SURVEILLANCE SERVICE (Category-A)

UPMSP is keen to implement Artificial Intelligence based Live CCTV surveillance system to monitor the strong rooms of the examination centers, constructed solely for the purpose of securely storing the board examination Question papers.

Most of the examination centers are already equipped with CCTV system in their Strong rooms. The selected bidder at its discretion may choose to use, upgrade all or few components for the artificial intelligence based real time monitoring system. If the service provider intends to partially or fully use the existing equipment available at the strong rooms, then the service provider must ensure to provide invoices on a pro-rata basis, i.e., upon adjusting/deducting the rental for any equipment not utilized from the proposed solution during the project. Additionally, in such cases, the service provider must also ensure to restore it in original state before handing over the existing setup of strong rooms.

The bidder can use the current infrastructure of CCTV Surveillance system. The scope of the bidder shall be but not limited to the following: -

- 1- **Connectivity at examination centers** – The bidder shall be responsible for ensuring proper internet connectivity at the strong rooms of every examination center selected for board examinations. The bidder must provide dedicated broadband/lease line-based internet connectivity of 30mbps or higher with Public IPs and its accessories.
- 2- **Setup of AI monitored strong rooms** - The bidder shall be responsible for the installation and commissioning of 3 (three) nos. of high-definition CCTV cameras, DVR/NVR setup with adequate HDD storage for up to 01 month of recording.
- 3- **Setup of power backup** – The bidder shall also be responsible to setup a power backup system for up to 08 hours. In case of major power outage, the bidder must inform and implement an alternative like DG sets, inverter etc.
- 4- **Artificial Intelligence based CCTV Video Analytics platform on SAAS model** – The bidder shall ensure that the platform should actively monitor CCTV camera feeds and Violation events through

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Integrated command control center (ICCC) setup at Prayagraj command center or. The solution should highlight the following:

- a. Detection of object movements in Strong rooms – The software must be capable of identifying moving objects/targets and suspects while differentiating between insects, reptiles and small animals etc. The software should also be able to identify the live suspects as well as use of any unauthorized electronic devices.
- b. Movement at the entry and exit gate of Strong room
- c. Detection of less than 2 or more than 3 officials inside the Strong room
- d. Intrusion detection: Real time detection of Intrusion in strong rooms and alarm/alert generation at ICCC.
- e. Detection of offline cameras, vision hindered cameras, change in field of vision/alignment of cameras etc.

**5- Setup of Integrated Command and Control Centers:** The bidder shall be responsible for the setup and operation of Integrated Command and Control Centers at Prayagraj and Lucknow. The bidder shall provide necessary infrastructure like computer hardware, video walls, office furniture, civil work as required along with skilled and experienced technical manpower for effective operation of both the ICCC.

Note: The set-up of ICCCs at both the premises of UPMSP must be done simultaneously considering the time sensitivity of the project and a strict schedule with definite timelines must be submitted to the Department and strictly adhere to. As per the BoQ the AI based surveillance monitoring system is to be implemented on a rental basis so, the service provider may remove all the component related to strong room surveillance, but the set-up implemented at ICCCs will be handed over to the Department.

The broad scope of work shall include but not be limited to the following activities: -

- i. On identification of any type of violation, an Alarm should be raised at the Integrated Command Control Center situated at Camp Office, Lucknow and MSP, Prayagraj and at all the district command centers. Provision of email, SMS (to max. of 5 officials) and web application-based alerts to be provided.
- ii. The bidder will provide user-based access of each strong room to Nodal officials, District officials, and state level officials as designated by the department.
- iii. The Bidder will create a dedicated web application for giving secure and ease of access to all the officials appointed by the department.
- iv. The confidentiality of data is very important and therefore, it would be the responsibility of the bidder to maintain data security of highest standards.
- v. The list of cameras to be installed by bidder and related details along with Locations would be made available 2 weeks before the commencement of CCTV monitoring activity by UPMSP to the selected bidder.
- vi. Basic Power line at each Strong room will be made available by UPMSP, however power backup of up to 8 hours must be arranged by the bidder.
- vii. The bidder should provide access to a dashboard with real time updates to violations.
- viii. Integration of Public IP(s) on Video Monitoring software.

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- ix. The bidder would make sure 100% uptime guarantee of all the equipment's at each Exam center during all the times or its project duration.
- x. Live Webcasting facility through integrated VMS at ICC (Lucknow and Prayagraj) and integrate the Strong room live feed to all the district command centers which are already functional.
- xi. Maintain the entire database and application server at two different seismic zones within India, making one site as DC (Data Center-Cloud based) and other site as DR (Disaster recovery- Cloud based).
- xii. VPN Tunnel for secure transfer of CCTV feed data to prevent Cyber threats.
- xiii. The bidder will hold a trial run of CCTV surveillance 10 days before the Exam starts.
- xiv. The bidder will provide service and support for a period of 30 days during which the board examinations will be conducted. The bidder will deploy dedicated technical manpower e.g. Deployment of Project Manager, Cluster Manager, District Managers for successful execution of project.

At any point of time, Bidder will be held completely responsible during the complete duration of project, if at all, any CCTV camera is found non-functional i.e. Bidder will be expected to do a detailed survey of each school's 'CCTV Surveillance system' and rectify any of the equipment of its own on temporary basis, if found non-functional.

The bidder will provide AI based CCTV surveillance system for strong rooms across all the examination centers across the state. The approximate number of Examination centers will be 8000 (*these are tentative number of examination centers and actual will be decided by the department and the number of centers may be increased or decreased*) spreads across 75 districts of Uttar Pradesh and each examination center will have a strong room for the purpose of storing question papers. The Bidder will provide a rental solution for a period of 30 days during which the examinations will be conducted. The 30 days period include grace period for testing and going live.

ROLE	QUANTITY	CATEGORY	MINIMUM EXPERIENCE REQUIRED	TOTAL
Project Director (Onsite) (Lucknow/Prayagraj)	1	Bidder Employee	Should have a total work experience of at least 10 years.  Should be experienced in similar projects as a project director / project lead / project manager with any Central/State government.	1
Operations Head (Onsite) (Lucknow/Prayagraj)	1	Bidder Employee	Should have a total work experience of at least 8 years.  Should be experienced in similar projects as a operations manager / project lead / project manager with any Central/State government.	1
Project Manager (Onsite) (Lucknow and Prayagraj)	2	Bidder Employee	Should have a total work experience of at least 8 years.  Should be experienced in handling similar projects as a project lead/project manager with any Central/State government.	2

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Cluster Manager (Onsite)	One per every 4 districts	Bidder Employee / Outsourced	Should have a total work experience of at least 8 years. Should be experienced in similar projects as team lead/manager with any Central/State government.	19
District Manager (Onsite)	One per each district	Bidder Employee / Outsourced	Should have a total work experience of at least 5 years. Should be experienced in similar projects as team lead/manager with any Central/State government.	75
Monitoring expert - Technical (Onsite)	12-15 each at Lucknow & Prayagraj ICC	Bidder Employee / Outsourced	Should have a total work experience of at least 5 years. Should be experienced in working as technical support staff for any Central/State government. Experience in working for any command center / call center will be preferred	25

Note: Apart from the above-mentioned manpower, the bidder must ensure that each examination center is provided technical support engineers which can assist the installation, downtime or any technical failure at the examination center. For the strong Room monitoring, the down time SLA (Service Level Agreement) to be adhered 24X7- with a resolution time of not more than 15 minutes at any given point of time. For this, the Bidder might plan the deployment of manpower accordingly and any downtime due to technical failure, sabotage of cameras, power related issues to be addressed within 24 hours.

The "minimum experience required" as mentioned above, will be evaluated by the end client department during the bidder onboarding process and the department holds the right to ask for resource replacement anytime during the project in case the resource deployed is not working as per the satisfaction of the department.

#### A1. Technical specifications:

S. No.	Feature	Specifications
<b>CCTV Camera</b>		
1	Type of Camera	Bullet
2	Image Sensor	1/3" progressive Scan CMOS
3	Signal System	PAL/NTSC
4	Resolution & frame rate	4MP (2688 x 1520) @20fps, 2560x1440 @ 25fps (or higher)
5	Minimum Illumination	0.01Lux@ F1.6, AGC ON, 0 lux with IR or better
6	Imaging	1/3s to 1/100000s, Auto Gain Control, White Balance- Auto, Back Light Compensation, Multi zone Privacy Masking, HLC and ROI Support.
7	Signal to Noise Ratio	50 dB or more

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8	Lens Type	3.6mm Fixed Lens
9	Focus	Fixed lens
10	Day & Night	True Day & Night High Performance Mechanical IR cut filter with auto switch, IR Source- Inbuilt Smart IR LED's with effective distance of 50 Mtrs
11	Video Compression (Minimum)	H.265+, H.265, H.264+, H.264
12	Wide Dynamic Range	WDR (120db or more)
13	Digital Noise Reduction	DNR (2D/3D) On/Off
14	Streaming	Dual streaming
15	Connectivity	LAN
16	Image Setting	Rotate Mode, saturation, brightness, contrast, sharpness adjustable through client software or web browser
17	Profile Management	User configuration import, export
18	Security	User Authentication, Water Marking
19	Onboard Storage	Camera should support built in Class-10 Micro SD/SDHC/SDXC Card slot up to 256 GB.
20	Recording Management	Format SD, overwrite, storage management, video to NAS device, remote archive access via FTP login
21	Alarm Trigger	Motion detection, Camera Tampering alarm, IP address conflict, Storage full, Storage error.
22	Network Protocol	HTTP, TCP, ARP, RTSP, RTP, UDP, RTCP, SMTP, FTP, DHCP, DNS DDNS, PPPoE, IPv4/v6, QoS, UPnP, NTP, RTMP, Multicast, HTTPS; SFTP, 802.1x, ICMP, IGMP, CGI
23	User Access	5 User Simultaneously or more
24	System Capability	ONVIF (Profile S & G)
25	VMS	Camera shall support open-source VMS
26	Ethernet	1 RJ 45 10/100 Ethernet port
27	Power Input	Standard DC Jack
28	Power Requirement	12VDC +- 10%, PoE (IEEE802.3 af)
29	Power Consumption	Max 6.5 W
30	Enclosure	IP67 weatherproof

S. No.	Feature	Specifications
<b>DVR / NVR</b>		
1	Main Processor	Dual-core embedded processor
2	Operating System	Embedded LINUX
3	Audio and Video	Available
4	IP Camera Input	4 Channel
5	Two-way Talk	1 Channel Input, 1 Channel Output, RCA
6	Interface	1 HDMI, 1 VGA
7	Resolution	HDMI: 3840×2160, 1920×1080, 1280×1024, 1280×720
8	Decoding Capacity	1ch@8MP 30fps, 4ch@1080P 30fps
9	Multi-screen Display	4CH: 1/4
10	OSD	Camera title, Time, Camera lock, Motion detection, Recording

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11	Compression	Smart H.265+/H.265/Smart H.264+/H.264
12	Resolution	8MP/6MP/5MP/4MP/3MP/1080P/ 720P/ D1&etc.
13	Record Rate	80Mbps
14	Bit Rate	16Kbps ~ 20Mbps Per Channel
15	Record Mode	Manual, Schedule (Continuous, MD (Motion Detection), Alarm, IVS)
16	Record Interval	1~120 min (default: 60 min), Pre-record: 1~30 sec, post-record: 10~300 sec
17	Trigger Events	Recording, PTZ, Tour, Video Push, Snapshot, and Screen Tips
18	Video Detection	Motion Detection, MD Zones: 396 (22 × 18), and Tampering
19	Search Mode	Time /Date, MD and Exact Search (accurate to second)
20	Playback Function	Play, Pause, Stop, Rewind, Fast play, Slow Play, Next File, Previous File, Next Camera, Previous Camera, Full Screen, Shuffle, Backup Selection, Digital Zoom
21	Third-party Support	Onvif, RTSP
22	Operating Conditions	-10°C to +55°C (+14°F to +131°F), 86–106kpa
23	Storage Conditions	0°C to +40°C (+32°F to +104°F), 30–85% RH

S. No.	Feature	Specifications
<b>VMS Software</b>		
1	Software Architecture	Should have a Client/Server infrastructure.
2	Supported Device Type	Should support NVR, Network camera, Network Video server, Decoder, DVR etc.
3	Max. Register Device	No Limit. Scalable as per future requirements.
4	Camera Alert Data	Should capture Camera Tampering alert, Power failure alert, Camera non-functioning alert.
5	Camera Health Data	Should capture Camera Online/Offline Status, Network/Power Failure Status, Camera recording Status
6	Reporting	Should have extensive reporting available in multiple graphical and tabular formats which can be exported to PDF, HTML, Excel.
7	Location Grouping	Zone / Area / Street Grouping of camera devices and reporting available for all or per location group
8	Maintenance Log	The ability to log a fault or maintenance visit, with warnings presented to the operators. Reports to be created to show faulty items of equipment, time taken to fix etc. Automatic emails are generated and distributed to predefined lists.
9	Notification Matrix	Inbuilt SMS, Email & Mobile App Notification module to send camera and NVR health related alerts to concerned people (minimum 5 persons) based on alert like power failure, HDD failure, vandalism, tempering, network disconnection and panic type and alert location.
10	Priority Levels	Priority Levels will be set to equipment notifications, alarm inputs and user levels. The level range must be customizable.
	Video Monitoring Software	

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11	Supported Devices	Should support NVR, Network camera, Network Video server, Decoder etc.
12	Max. Register Device	256 Devices
13	Recording	64 Channels for windows
14	Device Management	Auto find, Add, delete, device Group, Reboot, setup
15	Video Source	Local PC, Device itself, PC-NVR
16	Duration	24h for one search
17	Search Type	Certain time, Timing, Motion detection, Alarm
18	Playback Features	Snapshot, E-PTZ, audio, speed 1/8x~8x, synchronization playback
19	Export	Window version: Export as *.dav or *.avi
20		MAC Version: Export as *.dav
21	Alarm Signal Monitoring	Schedule Alarm, Setup actions, operate/memo alarm
22	Alarm Type	External alarm, video loss, Motion detection, Camera masking etc.
23	Video display split	1/4/6/8/9/16/25/36/64 split
24	Live Monitoring	Snapshot, record, audio, talk, instant playback, E-PTZ, tour task
25	Number Of Maps	Map group: Unlimited, sub-map, Layout : 64
26	Supports Image	JPEG/BMP
27	Account	User and role management; privileges according to module & device.
28	Log	Client log, remote device log, operation log, System log, alarm log

S. No.	Feature	Specifications
<b>VPN Internet Router</b>		
1	Routing Protocols	Supports industrial-standard routing protocols, with 10/100 Ethernet (1 LAN and 1 WAN port), single-SIM 4G LTE capability, 1 digital input, and 1 digital output on a 4-pin power connector.
2	Power Supply	12V/1A DC
3	Protocols for security	Indicators: SYS, WAN (Link/Act), LAN (Link/Act), Security: Denial-of- Service (DoS) prevention, DMZ WAN Connection Types: Static IP, Dynamic IP, PPPoE, PPTP, L2TP Wi-Fi: 802.11b/g/n (Wi-Fi 4), supports Access Point (AP) and Station (STA) modes
4	Features	Device must support multiple VPN configurations. Web filtering and attack prevention (including DDoS, SYN-FIN, SYN-RST, X-mas, and NULL flags) are required.

#### 4(B) SOW – SETUP OF INTEGRATED COMMAND AND CONTROL CENTRE AT LUCKNOW AND PRAYAGRAJ (Category-B)

The broad scope of work of the Bidder will be Supply, Installation, Testing and Commissioning (SITC) of IT & Non-IT infrastructure for Integrated Control and Command Centre (ICCC) on a Turnkey basis to complete the system with every aspect. **UPMSP will arrange 100 Mbps 1:1 dedicated Internet lease line at both the ICCC's for the complete duration of project.**

Since this is a Turnkey project, the bidders shall include any other components/equipment required for completion of this project and submit their bid accordingly.

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- xv. **NOTE:** Bidders are required to carry out mandatory Physical Survey of Lucknow & Prayagraj site and survey report with architectural layout plan for the same is required to be submitted along with the bid. As per the scope of work regarding the setup of ICCCs at Prayagraj and Lucknow the approved layout is also attached with this bid.

The following table indicates the tentative description of work in a broader perspective:

Non-IT Infrastructure		
S. No.	Particulars	Description of Work
1)	Civil Works	<p>The civil work shall be done at UPMSP building Prayagraj only. The total area that shall be covered is 2650 square feet and 1674 square feet that is total 4324 square feet. It would cover the following tasks (wherever applicable):-</p> <ul style="list-style-type: none"><li>• Interior Putty &amp; Painting on Walls and Roofs</li><li>• Doors and Locks</li><li>• Partition Walls / Wall Cladding</li><li>• Floor Tiles Work</li><li>• False Ceiling</li><li>• Furniture as per layout plan</li><li>• Decent Office Interior Decoration</li><li>• Curtains and Window blinds</li><li>• Planters and green elements</li><li>• Glass films</li><li>• Sanitary fittings &amp; wall tiles</li></ul> <p>If any damage occurred during the civil work done in the ICCC, then the bidder must undertake the repairing of the same.</p>
2)	Electrical Works	<p>All the electrical requirement of the ICCC Room including</p> <ul style="list-style-type: none"><li>• Sufficient Ceiling Lighting in the room.</li><li>• 1 unit Diesel Generator (DG) of 125 KVA for ICCC, Prayagraj</li><li>• Sufficient Power Supply &amp; switches for all the equipment's.</li></ul>
3)	Earthing System	<ul style="list-style-type: none"><li>• Earthing should be done for the entire power system and provisioning should be there to earth UPS systems, Power distribution units, AC units, etc. to avoid a ground differential. UPMSP shall provide the necessary space required to prepare the earthing pits.</li></ul>
4)	Cabling Infrastructure	<ul style="list-style-type: none"><li>• The bidder shall provide standardized cabling for all devices and subsystems in the field.</li><li>• Bidder shall ensure the installation of all necessary cables and connectors at the ICCC site for smooth functioning of the ICCC.</li><li>• The cabling should be done in such a way that the aesthetic of the ICCC is maintained</li></ul>

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5)	Air-Conditioners	2 - ton split Air Conditioner, Minimum 10 units or as per requirements at ICCC, Prayagraj
6)	Wooden Furniture	Miscellaneous Furniture works at ICCC, Prayagraj <ul style="list-style-type: none"> <li>• Modular Workstations as per layout,</li> <li>• Workstation setup with sitting capacity of minimum 75 person</li> <li>• Officer cabin furniture for project manager as per layout</li> <li>• Meeting room furniture for sitting capacity of 20 people</li> <li>• Modular Furniture for ICCC room, 10 units Office Cabinet per ICCC for keeping files.</li> </ul>
7)	Chairs	In ICCC, Prayagraj, supply of 100 units revolving office working chairs suitable for long hour working. Chairs with adjustable back support, handles and neck rest.

#### IT Infrastructure

S. No.	Particulars	Specifications, make and model with compliance sheet (Yes/No)
1)	Networking – I/O Boxes	Supply and installation of necessary Network Cabling (CAT 6/6a cable laying), Network I/O ports, Port Termination and other Network Elements in the ICCC both at Lucknow and Prayagraj.
2)	Safety, Security and Surveillance System (CCTV, Access Control System, etc.)	The ICCC at both the offices must be equipped with CCTV and Access Control Monitoring Systems to maintain safety and security of the ICCC. The ICCC setup must include: - <ul style="list-style-type: none"> <li>• CCTV footage storage</li> <li>• Restricted entry in the ICCC</li> <li>• Access Control Monitoring system</li> <li>• Biometric and Proximity Card based entry in the ICCC.</li> </ul>
3)	ICCC Infrastructure (including Video Wall and other Infrastructure)	The ICCC both at Lucknow and Prayagraj, shall also have a video wall of size 18x2 matrix videowalls arranged in suitable pattern with each video wall cube size not less than 55 inch.

**Warranty:** Warranty support of the ICCC infrastructure for all the IT infrastructure must be for 3 years and non-IT infrastructure for a period of 1 year.

**Documentation:** All the drawings, manuals for installation, operation and maintenance, documentation of installed networks, etc. shall be handed over to the Department before the completion of project.

**Other related items/activities:** Since this is a Turnkey project, the Bidder shall include any other components/equipment required for the completion of this project and submit their bid accordingly. The bidder may include any such material that is not mentioned in the above proposal and is crucial for the operation of ICCC. They shall agree to carry out any minor modifications or additions proposed by the UPMSP w.r.t. the ICCC during the execution phase.

The bidder's scope of work shall include but will not be limited to the following areas. Details of each of these broad areas have also been outlined in this document:

#### B1. Assessment, Scoping and Survey Study:

Conduct a detailed assessment, scoping study and develop a comprehensive project plan, including:

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- a. Assess existing systems, infrastructure and connectivity at the site
- b. Conduct site survey for finalization of detailed technical architecture, gap analysis and project plan
- c. Conduct site surveys to identify need for site preparation activities
- d. Submit detailed project reports and project plan to the Department

## **B2. Project Components of ICCC**

The ICCC shall be setup in an area of approx. 2520 Square Feet at Ground Floor of **Lucknow** office.

The ICCC shall be setup in an area of approx. 4324 Square Feet at Ground Floor of UPMSP **Prayagraj** office.

The entire ICCC infrastructure should comprise of the following.

### **B3. Key Components of ICCC, Lucknow:**

- Video Wall system (55" LED Video walls in 18\*2 matrix or as per design)
- Video Wall Controller
- 80 units desktop computer as per specifications
- 3 units MFP Laser Printer
- 65-inch LED Display/Smart tv for Meeting/Conference Rooms
- Integration of CCTV Surveillance System of all strong rooms across the State and additional feeds of ICCC Lucknow & Prayagraj as well.
- Networking Switches as per network requirement
- UPS for every workstation 30 minutes power backup
- Networking Racks
- Biometric/card-based Access control system
- Suitable IT Software for monitoring applications and Data Privacy
- Firewall & Antivirus Software
- Firewall device with Load Balancer
- Signage and Planters

### **B4. Key Components of ICCC, Prayagraj:**

- Video Wall system (55" LED Video walls in 18\*2 matrix or as per design)
- Video Wall Controller
- 80 units desktop computer as per specifications
- Operator workstations as per layout
- ICCC Furniture (Conference/Centre Table, Chairs, Sofa Sets, Workstation desk and chairs)
- 3 units MFP Laser Printer
- 65-inch LED Display/Smart tv for Meeting/Conference Rooms
- Integration of CCTV Surveillance System of all strong rooms across the State and additional feeds of ICCC Lucknow & Prayagraj as well.
- Networking Switches as per network requirement
- UPS for every workstation 30 minutes power backup
- Networking/UPS Racks
- Biometric/card-based Access control system
- Air Conditioners
- Suitable IT Software for monitoring applications and Data Privacy
- Firewall & Antivirus Software

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- Firewall device with Load Balancer
- Signage and Planters
- 1 Unit of 125 KVA Diesel Generator (DG)

#### **B5. Warranty Support:**

Warranty support of the ICCC infrastructure for all the IT infrastructure must be for 3 years and non-IT infrastructure for a period of 1 year.

1. Repair and replacement of defective components (IT and Non-IT Infrastructure). The cost for repair and replacement shall be borne by the bidder.
2. Component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute of equivalent configuration within 30 minutes (during the examination period the bidder must keep at least 5 workstations as backup at each ICCCs)

#### **B6. Minimum Specifications of IT Infrastructure Components of ICCC:**

The IT Infrastructure components of ICCC should have minimum specifications as listed below:

##### **B6.1 Video Wall – Screens**

Sr. No.	Parameter	Minimum Specifications
1	Configuration	Video Wall cubes of 55"
2	Video wall Controller	Controller to be able to control mentioned video wall
3	Native Resolution	Full HD (1920x 1080) or better
4	Viewing angle	178 degree/178 degree (H/V) or better
5	Brightness	500 nits or better
6	Bezel Width	3.5 mm or less (bezel-to-bezel measurement)

##### **B6.2 Desktop/Workstations for ICCC Operators**

Sr. No.	Particulars	Minimum Specifications
1	Processor	Intel Core i5 -12th Gen or higher / AMD Ryzen 5 5000 series or higher
2	Graphics	Integrated/Dedicate Graphics
3	Memory	8 GB DDR4 or higher (expandable up to 64 GB)
4	Storage	SSD, 512GB or higher (M.2 SSD)
5	Operating System & Application Software	Microsoft windows 10/11 pro (64 bit), pre-loaded and pre-activated by OEM, Any Office Suite or (Word/Sheet/Presentation) Processing tools for Productivity Purposes and PDF Reader, Internet Browsers (Chrome/Chromium/Firefox /Edge/Other).
6	Keyboard Mouse & Monitor	Standard USB Keyboard & Mouse (Shall have OEM Make as Desktop)
7	Monitor	21" or higher (1920 x 1080 or higher) LED backlit (Shall have OEM Make as Desktop) BIS registered
8	Warranty	3 Years comprehensive onsite warranty by OEM

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### B6.3 LED Display/Smart tv

Sr. No.	Parameter	Minimum Specifications
1	Screen Size	55"
2	Resolution	(3840 x 2160)
3	Contrast	1400:1 or better
4	Brightness	350 nits or better
5	Input	HDMI/ USB

### B6.4 Fixed Dome camera for Indoor Surveillance

Sr. No.	Parameter	Minimum Specifications
1	Type of Camera	Fixed Dome
2	Image Sensor	1/3" progressive Scan CMOS
3	Signal System	PAL/NTSC
4	Resolution & frame rate	4MP @ 25fps or higher
5	Minimum Illumination	0.01Lux@ F1.6, AGC ON, 0 lux with IR or better
6	Imaging	1/3s to 1/100000s, Auto Gain Control, White Balance- Auto, Back Light Compensation, Multi zone Privacy Masking, HLC.
7	Signal to Noise Ratio	50 dB or more
8	Lens Type	3.6/2.8 MM fixed Lens
9	Video Compression (Minimum)	H.265 instastream/ H.265+, H.265, H.264+, H.264
10	Wide Dynamic Range	WDR (120db or more)
11	Digital Noise Reduction	DNR (2D/3D) On/Off
12	Operating Condition	-10°C to 60°C, humidity 95% (max) (non-condensing)
13	Standards	UL, CE, FCC, RoHS, BIS Certified

### B6.5 Physical VPN Device

Sr. No.	Parameter	Minimum Specifications
1	Routing Protocol	Industrial standard routing protocols 10/100 Ethernet LAN & WAN ports, Power Supply - 12V/1A DC, SYS, WAN (Link/Act), LAN (Link/Act) / USB, Denial-of-Service (DoS) prevention, DMZ DoS attacks prevented, VPN - IPsec VPN, PPTP VPN, L2TP VPN, VPN throughput - 50 Mbps, WAN Connection Type - Static/Dynamic IP, PPPoE, PPTP, L2TP, Network Address Port Translation (NAPT) protocol
2	Features	Multiple VPN names should be supported by the Device for both SIM Card Web filtering should be supported, Pre-shared key, digital Certificates, X.509 Certificates should be supported, Attack

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		prevention should be there in the device at least DDoS and SYN-FIN, SYN-RST, X-mas, NULL Flags, The device should have the option to create different users with different authorities for configuration, Digital input should be there are at least 1 relay for fire alarm operation with SMS when DI is high/low operates.)
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#### B6.6 Diesel Generator (DG), 125 KVA

Sr. No.	Parameter	Minimum Specifications
1	Power Rating (KVA/KW)	125 KVA/100 KW
2	Number of Phases	3
3	Voltage Range (Volts)	415 Volts
4	Current in AMPS (1P/3P @0.8PF)	173.9
5	Gross Engine Power (kWm)	114 kWm or Higher
6	Rated Capacity of Engine	5760 CC or Higher
7	Gross Engine Power (HP)	155.1 HP
8	Integral Fuel Tank Capacity (Litres)	200 Litres or Higher
9	Warranty	1 year onsite

#### B6.7 UPS – 1 KVA, Line Interactive, Minimum 30 Minutes Backup time.

Sr. No.	Particulars	Minimum Specifications
1	Capacity (in kVA / kW)	1000VA/600W 1-Phase Input / 1-Phase Output, with minimum 30 mins of back-up
2	Input facility -Phases / Wires	Single-Phase / 2-Wire & Gnd (1Phase & Neutral + Ground)
3	Input Voltage Range	140-300VAC
4	Output Wave Form	Modified & Simulated sine wave
5	Output Short circuit Protection	Electronic Protection
6	Batteries Type	Sealed Maintenance Free (SMF)
7	Warranty	03 years onsite on UPS & Batteries both

#### B6.8 Civil Works

Sr. No.	Particulars	Minimum Specifications
1	Vitrified Tile Flooring	Providing and laying flooring of Vitrified Tiles as per approved size & make of 8 to 10mm thickness and sample in pattern as per detailed drawings on up to 35 mm to 45mm thick bed of cement sand mortar in as per standard ratio, including surface preparation, applying neat

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		cement float, giving necessary slopes, cleaning joints and grouting them in neat white cement paste with pigmented additives to match shade of the tile etc. complete. Basic rate of marble is including loading, unloading, any other charges and PVC floor guard to be consider for protection of the floor after installations
2	Vitrified Tile Cladding	Providing and laying Vitrified Tiles of approved Size, make and shade of first quality including cutting to any shape and set in minimum 12 mm thick cement and sand mortar of 1:3 backing pointing flush with colored cement. Basic rate of marble is including loading, unloading, any other charges.
3	DOORS	<p><b>SOLID FLUSH DOOR &amp; VISION PANEL DOOR</b></p> <p>Door Hardware to include following</p> <p>Frame: Frame Size 100mm X 75mm, Plywood door frame finish with laminate.</p> <p>Hinges: As per architects' approval.</p> <p>Door Handle: D Handle, as per architects' approval.</p> <p>Lock set: As per architects' approval.</p> <p>Door Closer: As per architects' approval.</p> <p>Door Stopper: As per architects' approval.</p> <p>Seals: Drop down acoustic door seals - As per architects' approval.</p> <p>And complete with all hardware as per Architect's approval in black color.</p> <p>Providing and fixing solid honeycomb flush door 35mm thk to be factory finished in both side laminate. The door to be fitted with hardware as per door hardware schedule. Cost to be inclusive of all with 200mm x 600mm, 8mm thick toughened Clear glass slit as per drawing.</p> <p>Sizes as per below</p> <p>1050MM X 2400MM</p> <p>1800MM X 2400MM</p>
4	Gypsum board false ceiling	Providing and fixing suspended false ceiling as per the detail drawings consisting of 12.5mm thick Gypsum plaster board suspended on GI framework. GI framework to consist of GI perimeter channels 0.55mm thick 20mm x 30mm along perimeter of false ceiling of ceiling, screw fixed to wall/partition with nylon sleeves and screws @ 600mm c/c. Suspending GI intermediate channels of size 0.9mm thick 45mm x 15mm from the soffit at max distance 1220mm c/c with ceiling angle 0.55mm thick 25mm x 10mm fixed to soffit using GI cleat and steel expansion fasteners. Cost should include skimming and cove ceiling.
5	Acrylic emulsion paint - Water Base Satin Stay Bright (ceiling)	<p>Providing and applying 3 coats of acrylic emulsion paint of approved make and shade to all walls, partitions, paneling, plywood / wood / MDF surfaces etc. No cornices, grooves, pattas shall be measured separately. Only plain surface shall be considered for measurement. All works to be carried out as per manufacturers specification and guidelines.</p> <p>Cost to include touch up putty if required to achieve smooth finish. The surface shall be painted with 3 coats of paint as approved by the architect. Rate to be inclusive of all scaffolding and tools required for the job.</p> <p>Note: Acrylic emulsion paint to have VOC (Volatile Organic</p>

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		Compound) content less than 50 grams/ liter.
6	Blinds Blackout	<p>Providing and fixing Mechanical roller blinds of approved make as per the manufacturer's specifications with drive unit, End plug, support brackets, roller tube, bottom rail, ball chains all described below. Drive unit to be of moulded plastic with straight rectangular support pin &amp; inserted into the tube end. It shall be driven by a ball chain pulley and can be positioned at right or left side of the shade. The shade when lowering or raising shall automatically be lockable upon release of the ball chain by means of friction lock. End plug shall be moulded to plastic locking pin. The plug shall be inserted into the tube end. Support brackets shall be of zinc plated steel &amp; provided with moulded plastic covers &amp; used in right- or left-hand positions differentiated by acceptance of the rectangular drive unit support or the round idler plug pin. Roller tube shall be made from roll formed steel of thick. Suitably protected against corrosion, &amp; keyway integral with the tube to accommodate the spline, Outside diameter of the roller tube shall be 25mm.</p> <p>Bottom rail shall be a stiffening element inserted into a bottom rod pocket. Tube to be of the material as approved out of timber, PVC, steel or VB bottom rail. Ball chain shall be 2mm diameter cord with acetyl balls moulded co-axially to it on 6mm pitch to form ball chain. Rate to include the cost of decorative trims also. Openness shall be 5%.</p>
7	PLUMBING WORKS	<p>Supply, Fixing, Testing and Commissioning of sanitary fixtures &amp; plumbing fittings with necessary hardware.</p> <p>Providing, Fixing, Testing &amp; Commissioning of cPVC Pipes (Chlorinated Poly Vinyl Chloride) for Water supply &amp; uPVC SWR Pipe for Soil, Waste and Anti-siphonage System. Cost should be inclusive of all necessary hardware.</p>
8	GLASS PARTITION AND GLASS DOOR (Glass Door with Aluminum Door Frame)	<p>Supply &amp; Installation of Modular Aluminum single leaf door frame of Approved make 45mm System, using Door Frame Dimension – 105mm x 35mm with 10mm thick toughened glass having rubber gasket and 4nos door hinges, Door closure, Door stopper, Morties handle, as per architect approval.</p> <p>Finish –Mid Night Black Anodized color with 6063 T5 grade.</p> <p>Single leaf: 900mm X 2700mm Single leaf: 1200mm X 2700mm Double leaf: 1800mm X 2700mm</p>
9	SIGNAGES AND GRAPHICS (Conference Room (Backdrop))	<p>Collab Signage (Backdrop)</p> <p>Providing and Fixing Signage make in MDF &amp; Duco paint 3 inch.</p>
10	SIGNAGES AND GRAPHICS (Room Naming Signage)	<p>Providing &amp; fixing Face cut text of approved shade/color self-adhesive vinyl applied to 300mmx100mmx2mm SS plate (grade 316). The plate to be fixed to the doors with the help of 3M VHP tape. 2mm thick SS 316 grade. Sample to be approved by the architect.</p>
11	SIGNAGES AND GRAPHICS (Push & Pull Signage Set)	<p>Providing and fixing Stainless Steel Finish signage's on glass doors with 3M double sided tape &amp; letters with silk screen printing technology overall size of pictogram to be 50x150mm.</p>

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		2mm thick SS 316 grade. Sample to be approved by the architect.
12	SIGNAGES AND GRAPHICS (Fire Evacuation Plan)	Evacuation Plans: Fire Exit Route Maps - Photo Luminescent Vinyl + Clear Print mounted on 4mm thick best quality approved SUNBOARD. Size: A3
13	SIGNAGES AND GRAPHICS (Fire Exit hanging signage)	Fire Exit Signage - Single sided: Size-150 x 400 Providing and fixing 'FIRE EXIT' letters signage (With 'or' without directional arrows as per signage plan, ref. architect). Signage to be made of 3mm thick foam board with edge-to-edge self-adhesive self-luminescent Forex or equivalent vinyl stuck on it. Fix Green vinyl to cover Forex vinyl leaving 6mm border around edges with 'EXIT' letters cut-out. (Note: 'EXIT' letters to be self-luminescent and not the background). 'EXIT' letters height shall be 150 HT.
14	SIGNAGES AND GRAPHICS (Logo / Address plaque)	Company Address Plate Company Address Signage made in Stainless Steel 316 brushed finish Plate with black etching with Fixing on 4 Nos ss stud. fixed and installed as per design. The design will include individual letters in bold, font and size as per client's company standards and brand specifications. Approximate size for the purpose of quotation 18" x 12".

#### B6.7 Modular Work

Sr. No.	Parameter	Minimum Specifications
1	Single seater Sofa	Seat & back -Wooden frame finish with fabric upholstery Legs- Chrome finish five prong without castors
2	Centre table	Top- Round solid laminate top. Size - Dia 800mm X 450mm H Legs-Chrome or brushed steel finished metal legs with base plate / or as per image.
3	Two-seater sofa	Size: L1800mm X B600mm X H450mm Seat & Back -Wooden frame finish with fabric upholstery Legs -SS finish legs as per approved.
4	Three-seater sofa	Size: L2100mm X B600mm X H450mm Seat & Back -Wooden frame finish with fabric upholstery Legs -SS finish legs as per approved.
5	Centre table	Top- Rectangle solid veneer and Stone top. Size - 1200mm x 625mm X 450mm H Legs-Chrome or brushed steel finished metal legs with base plate / or as per image.
6	L-shape Sofa	Size: L1800mm X B600mm X H450mm Seat & Back -Wooden frame finish with Leatherette upholstery Legs -SS finish legs as per approved.
7	Three-seater sofa	Size: L 1800mm X B600mm X H450mm Seat & Back -Wooden frame finish with fabric upholstery Legs -SS finish legs.
8	Chair	Café Chair-Polypropylene finish
9	Linear Workstation- Single	Size - 1800mm(L) X 750mm(D) X 750mm(H) System: Desk Based System Tabletop: Rectangular 25mm thick Prelam Top with Straight cut

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		<p>edge with matching with PVC edge bind. Grommet for wire management as per architect instructions.</p> <p>Under Structure: 40 X 40 MS Powder Coated Angular Legs with matching color leveler.</p> <p>Cable carrier: Horizontal &amp; vertical in metal powder coated finish with appropriate size with cable hooks for wire management</p> <p>Privacy Screen: PET Screen panel as per design.</p> <p>Flip top: 450mm x 150mm powder coated flip top with soft closing.</p> <p>Apron: Metal perforated 300 mm high in below top</p> <p>Acrylic divider panels -L 750mm X H 450mm</p> <p>Acrylic Side Screen -Write - Acrylic of suitable thickness fixed on top of screen.</p>
10	Cabin Table Small	<p>Size -1800mm (L) X 900MM (D) X 750mm (H)</p> <p>"Tabletop:</p> <p>Rectangular 25mm thick Prelam Top with Straight cut edge with PVC edge bind. Cut outs to be provided for cable cubby as per requirements.</p> <p>Under Structure:</p> <p>40 X 40 MS Powder Coated Angular Legs with matching colour leveler.</p> <p>Cable carrier:</p> <p>Horizontal &amp; vertical in metal powder coated finish with appropriate size.</p> <p>Flip top:</p> <p>450mm x 150mm powder coated flip top with soft closing.as per approval.</p> <p>Side Top: 900mm x 450mm Deep. Side top with straight cut edge with PVC edge bind.</p> <p>"</p>
11	Cabin Table Medium	<p>Size -1800mm (L) X 900MM (D) X 750mm (H)</p> <p>"Tabletop:</p> <p>Rectangular 25mm thick Prelam Top with Straight cut edge with PVC edge bind. Cut outs to be provided for cable cubby as per requirements.</p> <p>Under Structure:</p> <p>40 X 40 MS Powder Coated Angular Legs with matching colour leveller.</p> <p>Cable carrier:</p> <p>Horizontal &amp; vertical in metal powder coated finish with appropriate size.</p> <p>Flip top:</p> <p>450mm x 150mm powder coated flip top with soft closing.as per approval.</p> <p>Side Top: 1350mm x 450mm Deep. Side top with straight cut edge with PVC edge bind. "</p>
12	Cabin Table Large	<p>Size -2400mm (L) X 1000MM (D) X 750mm (H)</p> <p>"Tabletop:</p>

		<p>Rectangular 25mm thick Prelam Top with Straight cut edge with PVC edge bind. Cut outs to be provided for cable cubby as per requirements.</p> <p>Under Structure: 40 X 40 MS Powder Coated Angular Legs with matching colour leveller.</p> <p>Cable carrier: Horizontal &amp; vertical in metal powder coated finish with appropriate size.</p> <p>Flip top: 450mm x 150mm powder coated flip top with soft closing.as per approval.</p> <p>Side Top: 1350mm x 450mm Deep. Side top with straight cut edge with PVC edge bind. with storage below."</p>
13	Pedestal/ Planter storage to be done in place of pedestal	<p>"Providing &amp; fixing Prelam with finger groove detail Size - 450MM (W) X 450 MM(D) X 650 mm (H) 2 Drawer Pedestal Unit with soft close hardware with individual locking system of on castors."</p>
14	Meeting	<p>"Tabletop: Rectangular 25mm thick Prelam Top with Straight cut edge with matching PVC edge bind. as per sizes mentioned below. Cut outs to be provided for cable cubby as per requirements.</p> <p>Under Structure: 50 X 50 MS Powder Coated Angular Legs with matching colour leveller.</p> <p>Cable carrier: Horizontal &amp; vertical In metal powder coated finish with appropriate size.</p> <p>Flip top: 450mm x 150mm powder coated flip top with soft closing."</p> <p>6-seater with flip box in center - 2400mm X 1050mm X 1050mm High</p> <p>6-seater with flip box in center - 2400mm X 900mm X 1050mm High</p>
15	Movable-Folding Table (Conference Room)	<p>"Tabletop: 25mm thick Prelam Top with Straight cut edge Under Structure: MS Powder Coated Square Legs with Swivel tabletop using one hand, it shall be equipped with Longitudinal or transverse quick assembly device &amp; shall have movable lockable castors.</p> <p>Flip top: 2 no's 450mm x 150mm powder coated flip top with soft closing"</p> <p>9 seater with flip box in center - 1500mm X 2800mm</p>
16	Storages	<p>Providing and fixing Made out of 25mm thick X 1050mm High Prelam Top with Straight cut edge as per sizes with PVC Lipping, Openable shutters with single center locking for each unit with 2 nos. of shelves fixed as per requirement. Above the storage we have 150mm high planter box for planter</p> <p>L 2550 X D 450 X H 1200mm L 1200 X D 450 X H 1200mm L 900 X D 400 X H 1200mm</p>

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		L 2825 X D 300 X H 1200mm L 2050 X D 400 X H 1200mm
17	Task Chair	"Back Height - High Back with neck rest Back Finish - Mesh with adjustable lumbar support Back Frame - Black Color Seat Finish - Fabric Seat Height Adjustment - Pneumatic Mechanism - Synchronized Tilt Back Tilt Lock - Upright Position Back Tilt Tension - Adjustable Armrests Type - 1D Height Adjustable Armpads Type - Polyurethane Base Type - nylon base"
18	Visitor & Conference room Chair	"Back Height - High back with neck rest Back Finish - Mesh with adjustable lumbar support Back Frame - Black Color Seat Finish - Fabric Seat Height Adjustment - Pneumatic Mechanism - Synchronized Tilt Back Tilt Lock - Upright Position Back Tilt Tension - Adjustable Armrests Type - 1D Height Adjustable Armpads Type - Polyurethane Base Type - nylon base"

## 5. INSTRUCTION TO BIDDERS

### 5.1 Sale of Tender documents

The Bidder must submit Tender fees of INR 29,500 only (Rs. Twenty-Nine Thousand and Five Hundred Only) in form of Demand Draft only drawn in favor of the "Sachiv Madhyamik Shiksha Parishad, Uttar Pradesh" payable at Prayagraj towards the cost of Tender document along with the Technical Bid, failing which the Tender will be summarily rejected.

### 5.2 Submission of Tender

Bidder shall submit the bid through website [www.etender.up.nic.in](http://www.etender.up.nic.in) only, on or before the closing date. The proposal submitted to the Department through hard copies/envelops shall not be entertained and will be rejected. Any bid received after the closing date and time shall not be entertained. In case, closing date of submission of bid happens to be a holiday due to some unforeseen circumstances, the bids will be received on the next working day at the same time. Technical bid and financial bid should be submitted separately.

### 5.3 Period of Contract

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5.3.1 The contract shall be done for a period of one years, from the date of award of work. However, the contract may be extended for another one year on the basis of satisfactory performance of work provided that both parties agree on mutual terms and conditions as specified in the contract.

5.3.2 In case the performance is not found to be satisfactory or not in conformity with the terms and conditions of the Tender document, the contract shall be terminated even before the scheduled time after following due procedure of law.

5.3.3 In the event of premature closure of contract for reasons mentioned herein above, the Security Deposit shall be absolutely forfeited along with penalty as decided by the Tendering Authority.

#### 5.4 Earnest Money Deposit

5.4.1 The Bidder must submit Tender EMD of INR 50,00,000/- (Fifty Lac Only) in form of Demand Draft only drawn in favour of the "Sachiv, Madhyamik Shiksha Parishad, Uttar Pradesh" payable at Prayagraj towards the cost of Tender EMD, failing which the Tender will be summarily rejected.

5.4.2 Bidder shall submit Original Tender Cost and Earnest Money Deposit (EMD) in a sealed envelope titled "EMD for E-Tender response invited from experienced agencies to provide Artificial-Intelligence based Live CCTV Surveillance at Strong rooms to monitor the Board examinations for Madhyamik Shiksha Parishad, Uttar Pradesh" to the UPMSP authorities. Scanned copy of EMD also needs to be uploaded on e-portal. If the EMD is not received by the prescribed date and time, the proposal submitted by the Bidder will be liable to be summarily rejected.

5.4.3 Bidder must submit EMD at the office of UPMSP within 5 working days in Hard copy from the bid submission last date. Bidder must submit EMD to the Secretary, Madhyamik Shiksha Parishad, Uttar Pradesh in Hard copy. Receipt of successful submission of EMD must be uploaded online with the technical bid. If not complied, bid will not be considered for opening and rejected out-rightly.

#### 5.5 Validity of Bids

The Bidder shall keep the "Financial Bid" valid for acceptance for a minimum period of 180 days after the last date of receipt of the Bids.

#### 5.6 Security Deposit cum Performance Guarantee

Security Deposit for proper and timely fulfillment of the contract has to be furnished by the selected bidder within 07 working days from the date of issuance of LOI/work order and shall also require to furnish a guarantee on a stamp paper of 100/- duly attested by a Notary Public to the effect that he shall maintain Secrecy and Confidentiality of the documents.

No exemption will be made.

The Security Deposit cum Performance Guarantee of **(5% of Work Order value)** only by furnishing a Bank guarantee or Fixed Deposit Receipt issued by a Nationalized/ Scheduled Bank approved by RBI drawn in

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favour of the "Sachiv, Madhyamik Shiksha Parishad, Uttar Pradesh" payable at Prayagraj, Uttar Pradesh for a period of 18 months initially and will to be renewed every year till the completion of contract period. The Security Deposit can also be made in the shape of Guarantee Bond executed by a Nationalized/ Scheduled Bank.

Security Deposit will be retained by the Department till satisfactory completion of the work. It should be clearly understood that in the event of the Contract not being executed and completed as per the quality and time schedule laid down, the same is liable to be forfeited. This will be in addition to the penalty, if any, which may be imposed as specified in the delivery schedule.

UPMSP authority will return the PBG within 90 days of completion of contract period.

#### 5.7 Delivery Schedule

The selected bidder shall arrange to start the services after receipt of Letter of Acceptance / LOI/Work Order in a time bound manner as indicated by Department for each job/ project/ examination.

It may be kept in mind that time is the essence of this contract, Bidder may note that award of work will be on a project-to-project basis – one project being one examination. There may be overlapping of projects in which case the Bidder will have to ensure that there is no shortage of required infrastructure and related accessories or delay in respect of multiple examinations.

#### 5.8 Payment Terms

- i. 100% payment to the selected bidder shall be made in Indian rupees as per the following schedule:
  - 05% of the total cost of the project as mobilization advance along with Letter of Award
  - 30% of the total cost of the project as second instalment on completion of CCTV installation work at strong rooms.
  - 40% of the total cost of the project as 3rd installment immediately after go-live of Integrated command control center.
  - Balance 25% of the total cost of the project as final installment after completion of project/Exam
- ii. No extra costs shall be paid by Department on any additional account to the selected Bidder.
- iii. All the payments will be based on the verification made by the end client department which is Madhyamik Shiksha Parishad. The Parishad will be the final deciding authority to authenticate the work done by the on boarded bidder and upon authentication of satisfactory work done by the bidder, the payment will be processed. The verification process of the work completed will be mutually decided by the Parishad and the Bidder in accordance to the SLAs as defined in the contract/WO/Agreement.
- iv. The selected Bidder must sign a detailed agreement within 7 working days of receipt of Letter of Agreement/LOI on non-judicial stamp paper which shall contain all clauses including those related to liquidated damages on account of delays, errors, cost and time over-run etc.

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- v. Performance bank guarantee needs to be submitted by selected bidder before signing of agreement between Department and successful Bidder.
- vi. All payments shall be subject to deduction of applicable TDS.
- vii. The rate quoted should be firm.
- viii. If the bidder does not complete the work within 40 days of the issuance of the work order, then penalty as per RFP will be applicable.

#### 5.9 Penalty Term

- i. Penalty Capping: 10% of the total work order value.
- ii. Category A: In case of any Strong room being leftover intentionally or unintentionally, during Live CCTV Surveillance stage after the project Go-Live, Bidder would be penalized by Department as per below
  - amount of leftover Strong room would not be paid
  - 100% amount would be penalized as of estimated no. of Strong rooms for that specific Strong room (Number of estimated Strong rooms x Per Venue rate)
- iii. Category B: Any penalties/liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones with a capping of 10% of total project value

For Delay in Implementation (after 40 days of issuance of work order)	Between 01-05 Days	2% of total work order value
	Between 06-10 Days	5% of total work order value
	Between 11-15 Days	10% of total work order value
	Beyond 15 Days	Work order will be canceled, and the Performance Bank Guaranty Money will be forfeited.

#### 5.10 Other Terms & Conditions

- i. Consortium and Joint venture bid won't be allowed and, would be liable for rejection out rightly.
- ii. The bidder may sublet the civil work required in the project, in case of non-adherence to standard and specifications both the sublet agency and the bidder will be held responsible. The sublet work is only limited to civil work of the project.
- iii. Hypothetical and conditional Tenders will not be entertained and will be rejected summarily.
- iv. Department reserves the right to accept or reject all or any of the Tenders without assigning any reason.
- v. There shall be no commitment of minimum quantity which can be ordered during currency of the contract. Supply orders shall be placed on the Bidder against the Contract for such quantities as may be decided by the Department.
- vi. All disputes concerning in any way with this tender are subject to Hon'ble Allahabad High Court's Jurisdiction only.
- vii. **Bidder has to bid for all the required services as per the Scope of work of this tender. Partial or Conditional bid will be out rightly rejected.**

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4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

The "Competent Authority" for the purpose of this clause means the Authority defined in Annex 1 of the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division.

- ix. A BIDDER shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding process. Any BIDDER found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Guarantee, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such BIDDER's Bid (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Tender Document and/ or the Agreement or otherwise. Without limiting the generality of the above, a BIDDER shall be deemed to have a Conflict of Interest affecting the bidding process, if:

- (i) The BIDDER, its Member (or any constituent thereof) and any other BIDDER, its Member (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a BIDDER, its Member thereof (or any shareholder thereof having a shareholding of more than 25% (twenty five per cent) of the paid up and subscribed share capital of such BIDDER, Member, as the case may be) in the other BIDDER, its Member is less than 25%(twenty five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such BIDDER is also a constituent of another BIDDER; or
- (iii) such BIDDER, its member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other BIDDER, its member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other BIDDER, its member; or



- (iv) such BIDDER has the same legal representative for purposes of this Bid as any other BIDDER; or
- (v) such BIDDER has a relationship with another BIDDER, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (vi) such BIDDER thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

x. Exit Management Plan

1. The Selected BIDDER shall provide the Department or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the Contract/PO as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
2. A detailed program of the transfer process that could be used in conjunction with a replacement of Selected BIDDER including details of the means to be used to ensure continued provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.
3. Plans for the communication with such of the Selected BIDDER's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Department, operations as a result of undertaking the transfer.
4. (If applicable) proposed arrangements for the segregation of the Selected BIDDER 's networks from the networks employed by Department and identification of specific security tasks necessary at termination.
5. Plans for the provision of contingent support to Department, and Replacement Selected BIDDER for a reasonable period after transfer.
6. The Selected BIDDER shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
7. Each Exit Management Plan shall be presented by the Selected BIDDER to and approved by the DEPARTMENT/Department or its nominated agencies.
8. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Selected BIDDER complying with its obligations under this Schedule.
9. In the event of termination or expiry of Contract/PO, and Project Implementation, each Party shall comply with the Exit Management Plan.
10. During the exit management period, the Selected BIDDER shall use its best efforts to deliver the services.
11. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

The selected BIDDER will hand over all the data on yearly basis duly compiled/ recorded during the period of the contract to the Department in a readable digital format along with the data structure design for migration into any other system at the end of the contract. The selected BIDDER shall also assist the department for restoring the same.

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#### 5.11 Amendment to the Bid Document

- i. At any time prior to the last time and date for submission of bids, Department, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.
- ii. The amendment will be notified by Department and will be binding on all Bidder.
- iii. In order to provide prospective Bidder reasonable time in which to take the amendment into account in preparing their bids, Department may, at its discretion, extend the last date for the submission of Bids.
- iv. The Corrigendum (if any) & clarifications to the queries from all Bidder will be uploaded on Department website/CPP portal.

#### 5.12 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and Department, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall prevail.

#### 5.13 Bidder Authorized Signatory

- i. The individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as:
  - Constituted Attorney of the company, or
  - Duly Authorized Representative/Signatory of the company, in which case he/she shall submit a certificate of authority as Power of Attorney or Board Resolution on behalf of the company.
- ii. The Bidder shall sign its Bids with the exact name of the Company to whom the contract is to be issued. Each bid shall be signed by a duly authorized signatory executed under seal.
- iii. The Bidder shall clearly indicate their legal constitution and the person signing the Bids shall state his capacity and also source of his ability to bind the Bidder.
- iv. The power of attorney or Board resolution of the firm as proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. Department may out rightly reject any bid not supported by adequate proof of the signatory's authority.

#### 5.14 Clarification

When deemed necessary, Department may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or value quoted.

#### 5.15 Arbitration

- a) In the case of dispute arising, upon or in relation to, or in connection with the contract between Department and the selected BIDDER, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of sole arbitrator, to be mutually appointed by the parties.

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The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

- b) Arbitration proceedings shall be held in Prayagraj, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- c) The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by Department and the selected BIDDER. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

#### 5.16 Force Majeure

- a) The selected bidder shall not be liable for termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, Force Majeure means an event or situation beyond the control of the selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the selected bidder. Such events may include, but not be limited to, acts of DEPARTMENT in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the selected bidder shall promptly notify DEPARTMENT in writing of such condition and the cause thereof. Unless otherwise directed by DEPARTMENT in writing, the selected bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

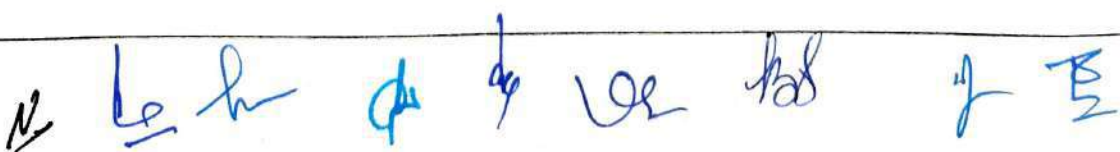
#### 5.17 Late Bids

Bids received by Department after the specified time on Bid Due Date (BDD) shall not be eligible for consideration and shall be summarily rejected.

#### 5.18 Selection Process

- i. UPMSP has adopted a three-stage selection process (collectively the "Selection Process") in evaluating the bids comprising prequalification (technical) and financial bids.
- ii. First Stage: A prequalification evaluation will be carried out as specified in this RFP Clause no 6.
- iii. Second Stage: A financial evaluation will be carried out as specified in this RFP. The Financial Proposal of the eligible and technically qualified bids will only be opened for consideration under LCBS evaluation.
- iv. Bids will finally be ranked according to LCBS scheme.
- v. L1 Bidder will be declared as successful contractor/service provider and will be awarded LOA/LOI.
- vi. BIDDER shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process or Stages will be given and that UPMSP decisions are final and binding without any right of appeal whatsoever.

#### 5.19 Notification of Award



Prior to the expiration of the validity period, Department will notify the selected Bidder in writing or by fax or email, that its proposal has been accepted (Letter of Intent). In case the tendering process / Public procurement process has not been completed within the stipulated period, the Department, may request the Bidder to extend the validity period of their Proposal.

The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

#### 5.20 Contract Signing

- i. Generally, after selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by Department to the Selected Bidder and the Selected Bidder shall, within 2 (two) working days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, Department may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Bidder may be considered.
- ii. Bidder has to sign the Contract agreement as per Annexure VIII of this RFP within a period of 15 days from the date of LOA.

#### 5.21 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of BIDDER shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising Department in relation to matters arising out of, or concerning the Selection Process. Department shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. Department may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or Department or as may be required by law or in connection with any legal process.

#### 5.22 Proprietary Data

- i. Subject to the provisions of Clause 5.20, all documents and other information provided by DEPARTMENT or submitted by the Bidder to DEPARTMENT shall remain or become the property of DEPARTMENT. BIDDER and the Consultant, as the case may be, are to treat all information as strictly confidential. DEPARTMENT will not return any Proposal, or any information related thereto. All information collected, analyzed, designed, developed, processed or in whatever manner provided by the Bidder to DEPARTMENT in relation to this project shall be the property of DEPARTMENT.
- ii. All Knowledge/Data which come to their notice as part of engagement shall not be used outside without permission of DEPARTMENT.
- iii. The Correspondence both Physical and Electronic shall be in the name of DEPARTMENT.
- iv. Dedicated official Mail ID mentioned in tender shall alone be used for all correspondence associated with the engagement.
- vii. The Bidder shall not promote their Company in these correspondences and shall not disclose their identity in any manner.

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## 6. QUALIFICATION CRITERIA (Documentary evidence to be submitted)

Following will be the minimum qualification/eligibility criteria. Each eligible Bidder should possess all the following qualification criteria. **All the documents submitted with technical bid should contain the name & designation of authorized signatory with company seal.** Responses not meeting the minimum qualification criteria will be rejected and will not be evaluated.

S. No.	Pre-qualification Criteria	Supporting Compliance document
1.	The Bidder shall be a Central PSU or State PSU or a Government department or any subsidiary of Government and should be into existence in India for last 5 years as on day of bidding.  Consortium / Joint venture bid not allowed.	Copy of relevant Certificates along with <ul style="list-style-type: none"> <li>GST Registration certificate</li> <li>PAN card</li> </ul>
2.	The Bidder shall have a minimum average annual turnover of INR 25 Crores in last 3 financial years from Examination based projects.  i.e. FY 2021-22, 2022-23, 2023-24 as per Annexure III.	<ul style="list-style-type: none"> <li>Certificate from the Statutory Auditor or Chartered Accountant regarding turnover and positive Net worth, duly issued with a unique UDIN (Unique Document Identification Number)</li> <li>Audited balance sheets and Profit and loss statements certified by Chartered Accountant (CA) of the Bidder's organization.</li> </ul>
3.	The Bidder should have executed project for supply and installation/commissioning of CCTV based surveillance system with any Centre/State Government Agency/PSU/Govt. Institute in India in last 5 years preceding bid due date, with order value not less than: - i) One order of minimum INR 20 cr. of estimated project value. or, ii) Two orders of minimum INR 12.5 cr. of estimated project value each or, iii) Three orders of minimum INR 10 cr. of estimated project value each.	<ul style="list-style-type: none"> <li>Copy of work order/PO/ Contract/Agreement/ Completion/ Experience Certificate from the client</li> </ul>
4.	The Bidder should not have been debarred/ blacklisted by any Organization/ Board/ Council/ University/ Commission and any other Government/ PSU / Government undertaking organization in the last five years.	Self-Declaration notarized on non-judicial Rs. 100 Stamp paper for not being blacklisted as per Annexure-II
5.	Bidder must bid for all the required services as part of Scope of work of this tender. Conditional / Partial bid will be rejected out rightly.	Self-Declaration notarized on non-judicial Rs. 100 Stamp paper
6.	Bidders are required to carry out mandatory Physical Survey of Lucknow & Prayagraj site and survey report with	Detailed Project Report to be submitted

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	architectural layout plan of each site separately for the same is required to be mandatorily submitted along with the technical bid.	
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**Eligibility of OEMs (CCTV Camera, DVR/NVR, Videowall, VMS, VPN hardware, Desktop Computer, UPS)**

S. No.	Pre-qualification Criteria	Supporting Compliance document
1.	Bid specific Manufacturer Authorization Form (MAF) issued in the name of Bidder should be provided for all the major components of this bid. The OEMs cannot be an individual or group of individuals. It should only be a registered legal entity such as (i) company registered under Companies Act, 1956 or an equivalent law or (ii) Limited Liability Partnership, Act 2008 or equivalent law applicable in any State of India.	1. Bid Specific Format of MAF/Authorization Letter to be issued by OEM(s). (Annexure-VII) 2. Copy of Certificate of Registration/Certificate of incorporation 3. Permanent Account Number (PAN) 4. Goods and Services Tax Identification Number (GSTIN)
2.	Operational Presence - OEMs should be continuously in operation in India for not less than last 5 years preceding bid due date	Copy of Work Order/Contract Agreement/LOA/LOI with Purchase Order
3.	The OEMs should not have been blacklisted by the Central Government, State Governments, PSU or any Government Corporations in India, preceding bid due date.	Self-Declaration notarized on non-judicial Rs. 100 Stamp paper for not being blacklisted.
4.	The OEMs must have following necessary certifications: - • ISO 9001: 2015 • Energy certifications as per prevalent Indian law/guidelines • Quality Testing certificates as per prevalent Indian law/guidelines	Relevant valid certifications

*N/ Le hr dp 1 ve bal J E*



## 7. PROFORMA FOR FINANCIAL BID

To

The Secretary  
Madhyamik Shiksha Parishad,  
Uttar Pradesh, Prayagraj

Tender No.: \_\_\_\_\_

Respected Sir,

### FINANCIAL BID

CATEGORY	SERVICE DESCRIPTION	GST @	PRICE EXCLUDING GST
A	Proposed total cost for the implementation of Artificial Intelligence Based Live CCTV Surveillance Service for approx. 8000 Strong rooms and setup and operation of ICCC at Prayagraj and Lucknow Total Price A = (Bx8000 strong rooms) + C + D		
B	Artificial Intelligence Based Live CCTV Surveillance Service for Strong rooms (03 CCTV per Strong room) as per Scope of Work <b>Per Strong Room for a period of 30 days,</b> (On rental basis)		
C	Design, Build and Establish the Non-IT & IT Infrastructure of Integrated Command and Control Centre as per Scope of Work <b>at Lucknow Lumpsum</b> (One time installation, commissioning, testing and operations as per the SoW)		
D	Design, Build and Establish the Non-IT & IT Infrastructure of Integrated Command and Control Centre as per Scope of Work <b>at Prayagraj Lumpsum</b> (One time installation, commissioning, testing and operations as per the SoW)		

#### NOTE:

- For the selection of service provider, price quoted in **Row A** shall be considered for the lowest (L1) comparison.

Signature: .....

Date: .....

Name of Bidder: .....

N. L. h. d. 1. ver. b. d. J. E.

## 8. PROFORMA FOR TECHNICAL BID

(To be put inside the cover for Technical Bid)

i)	Name and Address of the Bidder		
ii)	Contact Person Name Phone No. Mobile No. Email Id.		
iii)	Month & Year of establishment		
iv)	Type of organization (PSU / Govt.)		
v)	Copy of Registration, if applicable		
vi)	Total Annual Financial Turnover (Attach photocopies of Audited Balance Sheet and Profit & Loss Account)	FY 2021-22	
		FY 2022-23	
		FY 2023-24	
vii)	PAN No. / TIN No. / TAN No.		
	GST Registration No.		
	(attach photocopies of Income Tax Return certificate)		
viii)	Quality Certification No / License if any		
	Details of Issuing Authority		
	Validity of Certificate		
ix)	Activities of the organization		
x)	Since when engaged in providing related services		
xi)	Details of Earnest Money Deposit (EMD) / BSD (DD No., Date, Bank, Amount etc.)		
xii)	Details of Tender Fee (DD No., Date, Bank, Amount etc.)		

Signature: .....

Date: .....

Name of Bidder: .....

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9. Annexure-I

Letter of undertaking for bid terms & conditions

(ON THE LETTER HEAD OF THE BIDDER)

To

The Secretary  
Madhyamik Shiksha Parishad,  
Uttar Pradesh, Prayagraj

Sir,

This bears reference to \_\_\_\_\_ dated \_\_\_\_/\_\_\_\_/2024. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid document.

We hereby certify that no terms and conditions have been restricted by us in the Financial Bid.

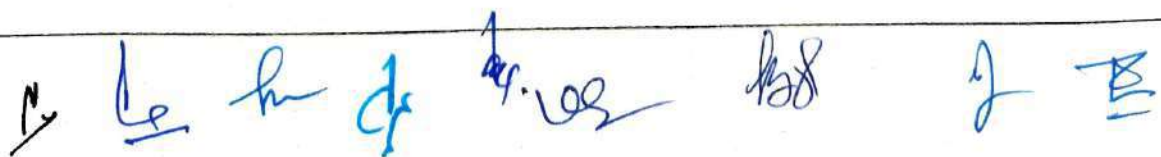
We warrant that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall not prevent Department from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

The above document is executed on \_\_\_\_/\_\_\_\_/2024 at (place) \_\_\_\_\_ and we accept that if anything out of the information provided by us is found wrong, our bid/ work order shall be liable for rejection.

Signature: .....

Date: .....

Name of Bidder: .....



10. Annexure-II

SELF-DECLARATION – NON BLACKLISTING

(On Non-Judicial Stamp Paper of INR 100/- duly attested by the Notary Public)

To

The Secretary  
Madhyamik Shiksha Parishad,  
Uttar Pradesh, Prayagraj

Sir,

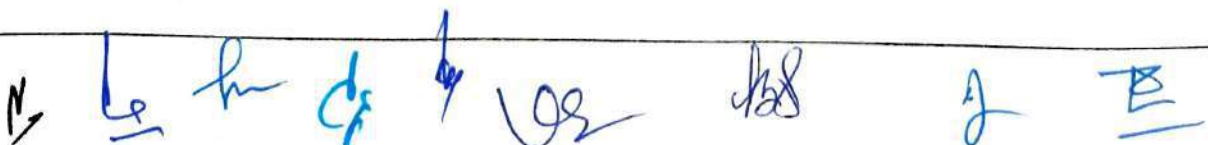
In response to the Bid \_\_\_\_\_ dated \_\_\_\_\_ 2024, I/we hereby declare that presently our Company/Firm \_\_\_\_\_ is having unblemished record and is not declared ineligible or blacklisted for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central Govt. /State Govt. / Semi-Govt. / PSU/ University/ Educational Institutions/ Organization/ or Court of Law or by CVC as on date of bid submission.

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

Signature: .....

Date: .....

Name of Bidder: .....



## 11. Annexure-III

### FINANCIAL INFORMATION

Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last three years and certified by the Chartered Accountant, as submitted by the Bidder to the Income-Tax Department (copies to be attached).

S. No.	Details	(1) 2021-22	(2) 2022-23	(3) 2023-24
i)	Gross annual turnover			
ii)	Profit/Loss			
iii)	Net Worth			

Please attach - Up to date Income Tax Return Certificate

- Audited Balance Sheet

- Profit / Loss statement

Note: Attach additional sheets, if necessary.

Signature: .....

Name of Bidder: .....

Date: .....

N<sub>2</sub> L<sub>2</sub> h<sub>2</sub> c<sub>2</sub> h<sub>2</sub> v<sub>2</sub> b<sub>2</sub> f<sub>2</sub> k<sub>2</sub>u<sub>2</sub> E<sub>2</sub>

12. Annexure-IV

TENDER ACCEPTANCE LETTER

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

To

The Secretary  
Madhyamik Shiksha Parishad,  
Uttar Pradesh, Prayagraj

Sir / Madam,

Subject: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: \_\_\_\_\_

I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely \_\_\_\_\_ as per your advertisement, given in the above-mentioned website(s).

I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement, and I / we shall abide hereby by the terms / conditions / clauses contained therein.

The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.

I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

*[Handwritten signatures and initials in blue ink]*



### 13. Annexure-V

#### PROFORMA FOR PERFORMANCE BANK GUARANTEE OR SECURITY DEPOSIT

To

The \_\_\_\_\_

\_\_\_\_\_

I. Against Price Agreement concluded by the advice acceptance of the Tender No. .... Dated .... /.... /20.... Covering supply of..... (Hereinafter called the said contract), entered between the Secretary, Madhyamik Shiksha Parishad, Uttar Pradesh, Prayagraj.

And

..... (Hereinafter called the "Bidder"), this is to certify that at the request of the Bidder, We ..... (Bank) are holding in trust in favour of the Secretary Madhyamik Shiksha Parishad, Uttar Pradesh, Prayagraj the amount of Rs. .... only (write the sum in words.....) to indemnify and keep indemnified the Secretary, Madhyamik Shiksha Parishad, Uttar Pradesh, Prayagraj against any loss or damage that may be caused to or suffered by the Secretary, Madhyamik Shiksha Parishad, Uttar Pradesh, Prayagraj by reason of any breach by the Bidder or any of the terms and conditions of the said contract and/or the performance thereof. We agree that the decision of the Secretary, Madhyamik Shiksha Parishad, Uttar Pradesh, Prayagraj whether any breach of any of the terms and conditions of the said contract and / or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Secretary, Madhyamik Shiksha Parishad, Uttar Pradesh, Prayagraj shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Secretary, Madhyamik Shiksha Parishad, Uttar Pradesh, Prayagraj.

II. We, ..... (Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Bidder, i.e., till ..... (for a period of one year from date of Price agreement) hereinafter called the "said date" and that if any claim accrues or arises against us ..... (Bank) by virtue of this guarantee before the said date, the same shall be enforceable against us ..... (Bank) notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us..... (Bank) by the Secretary, Madhyamik Shiksha Parishad, Uttar Pradesh, Prayagraj before the said date. Payment under this letter of guarantee shall be made promptly upon receipt of notice of that effect from Secretary, Madhyamik Shiksha Parishad, Uttar Pradesh, Prayagraj.

III. It is fully understood that this guarantee is effective from the date of the said contract and that we..... (Bank) undertake not to revoke this guarantee during its currency without the consent in writing of the Secretary, Madhyamik Shiksha Parishad, Uttar Pradesh, Prayagraj.

*[Handwritten signatures and initials in blue ink]*



IV. We undertake to pay to the Government any money so demanded notwithstanding any dispute raised by the Bidder in any suit or proceedings pending before any court of tribunal thereto, our liability under this present being absolute and unequivocal.

V. We .....(Bank) further agree that the Secretary, Madhyamik Shiksha Parishad, Uttar Pradesh, Prayagraj shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Secretary, Madhyamik Shiksha Parishad, Uttar Pradesh, Prayagraj against the said contract and to forbear or enforce any of the terms and conditions relating to the said contract and we ..... (Bank) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance and / or omission on the part of the Secretary, Madhyamik Shiksha Parishad, Uttar Pradesh, Prayagraj or any indulgence by the Secretary, Madhyamik Shiksha Parishad, Uttar Pradesh, Prayagraj to the said Bidder or by any other matter or thin what-so-ever, which under the law relating us from our liability in the constitution of the bank or Bidder.

Date: .....

Signature .....

Place: .....

Printed Name .....

(Designation)

(Bank's Common Seal)

*[Handwritten signatures and initials in blue ink]*

**BID SECURING DECLARATION FORM**

Bid No.: \_\_\_\_\_ Dated \_\_\_\_\_

To,

The Secretary  
Madhyamik Shiksha Parishad,  
Uttar Pradesh, Prayagraj

Respected Sir,

We, the undersigned, declare that:

We, M/s..... (herein referred as vendor) understand that, according to bid Clause No. \_\_\_\_\_, bids may be supported with a Bid Securing Declaration, Vendor render the declaration that: -

Vendor will automatically be suspended from being eligible for bidding in any contract with the Madhyamik Shiksha Parishad, Uttar Pradesh, Prayagraj (herein referred as Department) for the period of 3 years, starting on bid submission closing date, if Vendor are in breach of any of the following obligation(s) under the bid conditions: -

- a) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
- b) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
- c) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

Vendor understands that this declaration shall expire if Vendor is not the selected bidder and on receipt of Department's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

(Signature)

Authorized Signatory

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

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

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

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

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

*[Handwritten signatures and initials in blue ink]*

15. Annexure-VII

**Format of MAF/Authorization Letter to be issued by OEMs**

Ref.: Date .....

To,

The Secretary  
Madhyamik Shiksha Parishad,  
Uttar Pradesh, Prayagraj

Respected Sir,

We \_\_\_\_\_, (name and address of the manufacturer) who are established and reputed manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ (addresses of manufacturing / development locations) do hereby authorize M/s \_\_\_\_\_ (name and address of the BIDDER) to bid, negotiate and conclude the contract with you against the above-mentioned tender for the above equipment / software manufactured / developed by us. We herewith certify that the above-mentioned equipment / software products are not end of the life and we hereby undertake to support this equipment / software for the Project Duration from the date of Go-Live.

I / We \_\_\_\_\_ hereby commit & confirm the following:

1. The duration of the after-sales service support will be for the Project Duration.
2. The after-sales service support will be provided onsite and will not be charged extra.
3. The after-sales service support will be comprehensive hence no extra charge is to be paid for any Hardware failure.
4. After expiry of warranty, if required the successful BIDDER will provide service support through their service centers in every district.

Yours sincerely,  
(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal

*[Handwritten signatures and initials in blue ink]*



16. Annexure-VIII

**Declaration of total responsibility by the BIDDER**

Ref.: Date .....

To,

The Secretary  
Madhyamik Shiksha Parishad,  
Uttar Pradesh, Prayagraj

Subject: Declaration of Total Responsibility for "Selection of experienced service provider (Participation limited to Central/State PSU) to implement and operate Artificial Intelligence based Live CCTV Surveillance at approximately 8000 Strong rooms of the Examination Centers to monitor the Board Examination year 2025 for Madhyamik Shiksha Parishad, Uttar Pradesh"

Dear Sir,

This is to certify that we, the undersigned, undertake the total responsibility for the quality and timeliness of the goods and services, as per the requirement mentioned in the Tender Document, for the duration specified in the Tender Document.

Yours sincerely,  
(Authorized Signatory)  
Signature:  
Name:  
Designation:  
Address:  
Seal

  
नामित प्रतिनिधि – यूपीडेस्को,  
लखनऊ

  
वरिष्ठ वित्त एवं लेखाधिकारी,  
माध्यमिक शिक्षा परिषद्,  
उ०प्र०, प्रयागराज।

  
वरिष्ठ वित्त एवं लेखाधिकारी,  
शिक्षा निदेशालय,  
उ०प्र०, प्रयागराज।

  
उप शिक्षा निदेशक (महिला)  
शिविर कार्यालय, लखनऊ।

  
उप शिक्षा निदेशक (शिविर)  
शिविर कार्यालय, लखनऊ।

  
अपर परियोजना निदेशक,  
समग्र शिक्षा, लखनऊ।

  
अपर राज्य परियोजना निदेशक,  
समग्र शिक्षा (माध्यमिक), लखनऊ।

  
सचिव,  
माध्यमिक शिक्षा परिषद्,  
उ०प्र०, प्रयागराज।

  
शिक्षा निदेशक एवं सभापति,  
माध्यमिक शिक्षा परिषद्,  
उ०प्र०, प्रयागराज।

  
महानिदेशक, स्कूल शिक्षा,  
उत्तर प्रदेश, लखनऊ।

## Corrigendum

Based on the Pre-bid queries submitted through the pre-bid meeting and discussion of the Tender Committee meeting for the Tender reference number MA.SHI.PA/SYSTEMCELL/538 for selection of experienced service provider (Participation limited to Central/State PSU) to implement and operate Artificial Intelligence based Live CCTV Surveillance at approximately 8000 Strong rooms of the Examination Centres to monitor the Board Examination year 2025 for Madhyamik Shiksha Parishad, dated: 14-11-2024.

S.No	Existing Clause	Corrigendum thereto
1.	4. DETAILED SCOPE OF WORK 3. Setup of power backup – The bidder shall also be responsible to setup a power backup system for up to 08 hours. In case of major power outage, the bidder must inform and implement an alternative like DG sets, inverter etc.	4. DETAILED SCOPE OF WORK 3. Setup of power backup – The bidder shall also be responsible to setup a power backup system. The bidder must ensure uninterrupted back-up of the Surveillance system. The bidder shall be responsible for up to 08 hours of back-up in case of major power outage.
2.	4. DETAILED SCOPE OF WORK 5-Setup of Integrated Command and Control Centres: Point - ix. The bidder would make sure 100% uptime guarantee of all the equipment's at each Exam centre during all the times or its project duration.	4. DETAILED SCOPE OF WORK 5-Setup of Integrated Command and Control Centres: Point - ix. The bidder must ensure 99.99% uptime guarantee of all the equipment's at each Exam centre during all the times during the project execution duration (After Go-live till end of examinations + 04 days inclusive of the examination schedule period of the board exams).
3.	4. DETAILED SCOPE OF WORK 5-Setup of Integrated Command and Control Centres: xiv. The bidder will provide service and support for a period of 30 days during which the board examinations will be conducted. The bidder will deploy dedicated technical manpower eg. Deployment of Project Manager, Cluster Manager, District Managers for successful execution of project.	4. DETAILED SCOPE OF WORK 5-Setup of Integrated Command and Control Centres: xiv. The bidder will provide service and support for the project execution duration (After Go-live till end of examinations +04 days inclusive of the examination schedule period of the board exams). The bidder will deploy dedicated technical manpower eg. Deployment of Project Manager, Cluster Manager, District Managers and technical support executives for successful execution of project.  NOTE: - For every such incident where 30 days of project implementation is mentioned in the RFP and BoQ, this has been replaced with project execution duration (After Go-live till end of examinations +04 days inclusive of the examination schedule period of the board exams).
4.	4. DETAILED SCOPE OF WORK 5-Setup of Integrated Command and Control Centres: Point xiv. The bidder will provide AI based CCTV surveillance system for strong rooms across all the examination centres across the state. The approximate number of Examination centres will be 8000 <i>(these are tentative number of examination centres and actual will be decided by the department and the number of centres may be increased or decreased)</i> spreads across 75 districts of Uttar Pradesh and each examination centre will have a strong room for the purpose of storing question papers. The Bidder will provide a rental solution for a period of 30 days during	4. DETAILED SCOPE OF WORK 5-Setup of Integrated Command and Control Centres: Point xiv. The bidder will provide AI based CCTV surveillance system for strong rooms across all the examination centres across the state. The approximate number of Examination centres will be 8000 <i>(these are tentative number of examination centres and actual will be decided by the department and the number of centres may be increased or decreased)</i> spreads across 75 districts of Uttar Pradesh and each examination centre will have a strong room for the purpose of storing question papers. The Bidder will provide a rental solution for the project execution duration (After Go-live till end of examinations + 04 days inclusive of the examination schedule period of the board exams) during which the examinations will be conducted. The project execution duration includes test run, going live, schedule of board examination



	which the examinations will be conducted. The 30 days period include grace period for testing and going live.	commencement +4 days for final report submission and ICCC handover. The estimated days for project execution duration is 40 days.
5.	<p>B4. Key Components of ICCC, Prayagraj:</p> <ul style="list-style-type: none"> <li>•Video Wall system (55" LED Video walls in 18*2 matrix or as per design)</li> <li>•Video Wall Controller</li> <li>•80 units desktop computer as per specifications</li> <li>•Operator workstations as per layout</li> <li>• ICCC Furniture (Conference/Centre Table, Chairs, Sofa Sets, Workstation desk and chairs)</li> <li>•3 units MFP Laser Printer</li> <li>•65-inch LED Display/Smart tv for Meeting/Conference Rooms</li> <li>•CCTV Surveillance system for all strong rooms and ICCCs</li> <li>•Networking Switches as per network requirement</li> <li>•UPS for every work station 30 minutes power backup</li> <li>•Networking/UPS Racks</li> <li>•Biometric/card-based Access control system</li> <li>•Air Conditioners</li> <li>•Suitable IT Software for monitoring applications and Data Privacy</li> <li>•Firewall &amp; Antivirus Software</li> <li>•Firewall device with Load Balancer</li> <li>•Signage and Planters</li> </ul>	<p>B4. Key Components of ICCC, Prayagraj:</p> <ul style="list-style-type: none"> <li>•Video Wall system (55" LED Video walls in 18*2 matrix or as per design)</li> <li>•Video Wall Controller</li> <li>•80 units desktop computer as per specifications</li> <li>•Operator workstations as per layout</li> <li>• ICCC Furniture (Conference/Centre Table, Chairs, Sofa Sets, Workstation desk and chairs)</li> <li>•3 units MFP Laser Printer</li> <li>•65-inch LED Display/Smart tv for Meeting/Conference Rooms</li> <li>•CCTV Surveillance system for all strong rooms and ICCCs</li> <li>•Networking Switches as per network requirement</li> <li>•UPS for every work station 30 minutes power backup</li> <li>•Networking/UPS Racks</li> <li>•Biometric/card-based Access control system</li> <li>•Air Conditioners</li> <li>•Suitable IT Software for monitoring applications and Data Privacy</li> <li>•Firewall &amp; Antivirus Software</li> <li>•Firewall device with Load Balancer</li> <li>•Signage and Planters</li> <li>•Civil work as per Section B6.6 and B6.7 layout submitted with the RFP.</li> </ul>
6.	Section 5.8 Payment Terms Point viii. If the bidder does not complete the work within 40 days of the issuance of the work order, then penalty as per RFP will be applicable.	Section 5.8 Payment Terms Point viii. If the bidder does provide the department a test run of all the strong rooms within 30 days from the issuance of the work order, then penalty as per RFP shall be applicable. The Bidder also ensure that a functional ICCC is setup at the time of test run, final delivery and handover of the ICCC on permanent basis may be extended basis the mutual consent and approval from the Department.
7.	Section 5.9 Other Terms & Conditions Point ii. The bidder may sublet the civil work required in the project, in case of non-adherence to standard and specifications both the sublet agency and the bidder will be held responsible. The sublet work is only limited to civil work of the project.	Section 5.9 Other Terms & Conditions Point ii. The bidder shall solely be responsible for the implementation and successful completion of the work as per the scope of the RFP either implemented through self or any other means.
8.	<p>6.QUALIFICATION CRITERIA (Documentary evidence to be submitted)</p> <p>point 2. The Bidder has to be profitable for each of the last 3 FYs and should have a minimum annual turnover of INR 25 Crores each year from Examination based projects during the last three financial years i.e. FY 2021-22, 2022-23, 2023-24 as per Annexure III.</p>	<p>6.QUALIFICATION CRITERIA (Documentary evidence to be submitted)</p> <p>point 2. The Bidder must submit a positive net worth certificate or declaration has to be profitable for each of the last 3 FYs and should have a minimum average annual turnover of INR 20 Crores from Examination based projects during the last three financial years i.e. FY 2021-22, 2022-23, 2023-24 or FY 2022-23, 2023-24, 2024-25 as per Annexure III.</p> <p>In case, the bidder submits turnover for FY 2022-23, 2023-24, 2024-25 the bidder can submit provisional certificates also along with the CA and Bidders</p>

		declaration to provide the audited balance sheet, profit loss and turnover certificate as soon it is verified.
9.	<p>6.QUALIFICATION CRITERIA (Documentary evidence to be submitted)</p> <p>Point 3. The Bidder should have executed project for supply and installation/commissioning of CCTV based surveillance system with any Centre/State Government Agency/PSU/Govt. Institute in India in last 5 years preceding bid due date, with order value not less than: -</p> <p>i) One order of minimum INR 20 cr. of estimated project value. or,</p> <p>ii) Two orders of minimum INR 12.5 cr. of estimated project value each or,</p> <p>iii) Three orders of minimum INR 10 cr. of estimated project value each.</p>	<p>6.QUALIFICATION CRITERIA (Documentary evidence to be submitted)</p> <p>Point 3. The Bidder should have executed project including supply and installation/commissioning or rental based service of <b>CCTV based surveillance system for examinations</b> with any Centre/State Government Agency/PSU/Govt. Institute in India in last 5 years preceding bid due date, with order value not less than: -</p> <p>i) One order of minimum INR 20 cr. of estimated project value. or,</p> <p>ii) Two orders of minimum INR 12.5 cr. of estimated project value each or,</p> <p>iii) Three orders of minimum INR 10 cr. of estimated project value each.</p>
10.	<p>4(A) SOW- Artificial Intelligence based live CCTV Surveillance system (Category- A)</p> <p>If the service provider intends to partially or fully use the existing equipment available at the strong rooms, then the service provider must ensure to provide invoices on a pro-rata basis i.e., upon adjusting/deducting the rental for any equipment not utilized from the proposed solution during the project. Additionally, in such a case, the service provider must also ensure to restore it in original state before handing over the existing setup of strong rooms.</p>	<p>4(A) SOW- Artificial Intelligence based live CCTV Surveillance system (Category- A)</p> <p>The bidder will be responsible for the setup and implementation of AI based surveillance system (03 per strong room). The bidder shall not use any part of the already implemented CCTV architecture setup at strong rooms of examination centres.</p>
11	<p>Section 5 Setup of Integrated Command Control Centres:</p> <p>Point xi: Maintain the entire database and application server at two different seismic zones within India, making one site as DC (Data Centre Cloud based) and other site as DR (Disaster recovery – Cloud based)</p>	<p>Section 5 Setup of Integrated Command Control Centres:</p> <p>Point xi: The bidder shall maintain all feeds related meta data, reports, dashboard and the entire database along with application server at two different seismic zones within India, making one site as DC (Data Centre Cloud based) and other site as DR (Disaster recovery – Cloud based). The Cloud based hosting shall be as per prevalent Miety empanelled/extant state/ central guidelines for cloud hosting service provider.</p>

The terms and conditions apart from the points mentioned in this document remain unchanged.

**AGREEMENT**

THIS AGREEMENT is made on this (DATE\_\_\_\_\_) BY AND BETWEEN RailTel Corporation of India Limited (RailTel). A Company incorporated under the Companies Act'1956 and having its Registered Office at Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 (hereinafter referred to a "RAILTEL", which expression shall, where the context admits, include its successors and assigns) OF THE ONE PART AND THE Business Partner, having its office

M/s. \_\_\_\_\_  
 \_\_\_\_\_(hereinafter referred to as "THE Business Partner", which expression shall, where the context admits, include their legal heirs, executors, administrators successors and assigns in business) THE OTHER PARTWHEREAS:

1. The Business Partner carries on the business of providing temporary engagement services, in various establishment and premises at Delhi.
2. The Business Partner has expressed its desire to provide these temporary engagements services to RAILTEL for its offices in Northern Region and RAILTEL has agreed to avail of such placement services.
3. The Business Partner has represented that it has the necessary infrastructure, resources and expertise to undertake such placement to the satisfaction of RAILTEL.
4. Accordingly, based on the EOI process resorted to by the RAILTEL discussions have been held between the parties and certain terms and conditions were agreed upon by them in respect of the provision of such placement by the Business Partner to RAILTEL with effect from <DATE> which the parties now hereby desire to reduce to writing by executing this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSTH AS FOLLOWS:-

## 1 SCOPE OF AGREEMENT

The validity of agreement will be Two Years effective from \_\_ (Date)\_\_\_\_\_ to \_\_\_\_ (Date)\_\_\_\_\_ as per agreed terms & conditions.

- 1.1 The BUSINESS PARTNER shall, during the term of this agreement provide RAILTEL with placement services as referred to as the "Services" at and in respect of its offices in New Delhi (hereinafter referred to as the "Premises") for the consideration and upon the other terms and condition herein provided.
- 1.2 The Monthly consideration payable by RAILTEL to the BUSINESS PARTNER for the Services agreed to be provided by the BUSINESS PARTNER will be made subject to the satisfaction of RAILTEL, after complying with all statutory requirements and deduction of any tax or other amounts as required by law or as provided herein.

- 1.3 The consideration aforesaid will be paid by RAILTEL to the BUSINESS PARTNER, against monthly invoices raised at the end of each month, including % service charge by the BUSINESS PARTNER in duplicate, Such payments shall be made within fifteen days of receipt of the said invoices. The Consideration aforementioned is all inclusive and no other amounts will be payable to the BUSINESS PARTNER by RAILTEL on any account whatsoever, unless otherwise specifically agreed to by it in writing.
- 1.4 The BUSINESS PARTNER agrees that if and when so requested by RAILTEL, it will provide the placement Services at the premises, or any other offices of RAILTEL, as may be required by RAILTEL and at rates not exceeding the prevailing rates agreed between the parties and referred to in the Annexure-I hereto.

## **2 OBLIGATIONS OF THE BUSINESS PARTNER**

- 2.1 The BUSINESS PARTNER will for the purpose, continuously monitor the services being rendered by it to ensure that these are up to the standards required by RAILTEL.
- 2.2 The BUSINESS PARTNER would comply with the statutory requirement EPF/ESI of the temporary personnel engaged by the client to the satisfaction of RAILTEL. They shall communicate any information required on this to RailTel or statutory Business Partner as required.
- 2.3 The BUSINESS PARTNER to comply with all the provisions of labour laws such as ESI ACT, EPF and other statutory requirements. In event of non-compliance of the same the BUSINESS PARTNER to undertake to indemnify RAILTEL on any cost it may incur on account of such non-compliance.
- 2.4 The BUSINESS PARTNER shall ensure complete compliance in respect of the personnel employed by him and posted in RailTel of all the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923, Contract Labour (Regulation and Abolition) Act, 1970, Employee's Provident Funds & Miscellaneous Provision Act, 1952 and any other Act, Rules or Regulations for labour as may be enacted by the government or any modification thereof or any other law relating thereto and rules made thereunder from time to time.
- 2.5 The attendance rolls for the personnel deployed by the BUSINESS PARTNER at the premises of RAILTEL shall be provisioned by the BUSINESS PARTNER and it shall be monitored by the BUSINESS PARTNER. These Attendance rolls shall be signed by the proprietor of the BUSINESS PARTNER or his authorized representative.

- 2.6 Upon a written / oral request being made by RAILTEL in that regard the BUSINESS PARTNER will, within 24 hours of receipt of such request, discontinue the Services found to be unsatisfactory or otherwise objected to by RAILTEL for any reason and shall promptly take action with a view to continue rendering satisfactory services. On receipt of this request, RAILTEL will not be obliged to pay the amount in respect of discontinued Services.
- 2.7 Notwithstanding anything herein contained, the BUSINESS PARTNER will be liable to adequately compensate RAILTEL for any loss or damage occasioned by any act, omission or lapse on the part of the BUSINESS PARTNER or of any persons deployed by it pursuant to this Agreement.
- 2.8 The BUSINESS PARTNER is aware that Services similar to those covered by this Agreement are being or may hereafter be rendered in the premises by other entities also and will not, at any time, object to or interfere in any manner with the rendering of such Services by any such other entities.
- 2.9 The BUSINESS PARTNER shall, at all times, take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its employees and for the preservation of peace and protection of person(s) and property in the works: neighbourhood of the works, against the same.
- 2.10 Maintenance of all types of records in respect of the personnels deployed by the BUSINESS PARTNER shall be the responsibility of the BUSINESS PARTNER.
- 2.11 The Business Partner will fulfill all the statutory compliance e.g. GST etc. in case of default of non compliance of statutory compliances, RailTel reserves the right to terminate the contract and recover the amount along with interest and penalties without any notice.

### **3 OBLIGATIONS OF RAILTEL**

RAILTEL will subject to compliance to this Agreement and all statutory requirements and the provision of Services to its satisfaction by the BUSINESS PARTNER and subject to deduction of tax at source under the Income Tax Act, 1961 or any other provisions of law for the time being in force, ensure full and timely payments for the Services as provided with this Agreement.

The Following are the terms and conditions of the engagement:-

- a) The engagement if temporary is purely temporary and on Contract basis.
- b) The offer is based on the Contract between RAILTEL and THE BUSINESS PARTNER for providing services which is only for a specific period, which may however be extended depending on the extension of the Contract and also on the basis of the performance. The services may be terminated with a notice of one month.



- c) The service of the temporary engaged are liable to the transferred anywhere within Northern Region, from one job to another, one department to another, and one branch to another without any extra remuneration depending on the exigencies of the work.
- d) The temporary engaged shall at all time maintain absolute integrity and devotion to duty and conduct himself in a manner conducive to the best interests, credits and prestige of RAILTEL.
- e) By virtue of the services with the RAILTEL, you and the temporary engaged will come in possession of certain information and secrets related to RAILTEL you or temporary engaged personnel will not divulge any such secret, formula or business strategies to any other person or any organization or individual.
- f) The temporary engaged persons so deployed by the BUSINESS PARTNER in RAILTEL shall not have claim to any regular employment in RAILTEL.
- g) RAILTEL may at its discretion award/reward/incentives to efficient temporary engaged person(s) directly at any time.

The BUSINESS PARTNER shall ensure that complete confidentiality is maintained by it and all its temporaries, with regard to all information relating to RAILTEL, its premises, clients, business assets, affairs and employees and that neither the BUSINESS PARTNER nor its persons will any time divulge or make known to any third parties, any trust, accounts, matters or transaction whatsoever pertaining to RAILTEL and its associate entities and which may in any way come to their knowledge or attention.

#### **4 FORCE MAJEURE**

The obligations of RAILTEL and the BUSINESS PARTNER shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure or reasons beyond their control. In the event of such inability continuing for more than a week, the other party shall have a right to terminate this agreement without further obligation.

#### **5 INDEMNITY**

The BUSINESS PARTNER hereby agrees to keep indemnified and shall keep indemnified and hold harmless, RAILTEL and its Directors, Officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this Agreement or arising from any breach or non-compliance whatsoever by the BUSINESS PARTNER or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether wilful or not, and whether within or without the premises. The Business Partner will indemnify

RailTel for any act of commission including fraud, embezzlement etc.

## **6 OTHER TERMS AND TERMINATIONS**

- 6.1 Agreement shall be deemed to have commenced as on and from (Date) and shall be in force for an initial period of Two years from the said date. Any change in the consideration agreed under clause 1.3 above, beyond this period would be by way of mutual consent and in writing only. Thereafter, the parties may extend the Agreement on terms to be mutually agreed upon.
- 6.2 Notwithstanding anything contained herein either party may, without cause, terminate this agreement by giving to the other 30 days written.
- 6.3 Expiry or earlier termination of this Agreement will not prejudice any rights of the parties that may have accrued prior thereto.

## **7 NO BUSINESS PARTNER**

It is clearly understood and accepted by both parties that this agreement between the parties evidenced by it is on a Principle to Principle basis and nothing herein contained shall be construed or understood as constituting either parties hereto, the agent or representative of the other, under any circumstances.

## **8 ENTIRE AGREEMENT**

This agreement embodies the entire Agreement and understanding between the parties as to the subject matter hereof and supersedes all prior negotiations, arrangements, agreements and understanding between the parties. Any changes in the terms of the document can only be made in writing and by mutual agreement.

All other terms & conditions are as per EOI document.

## **9 ARBITRATION**

In the event of any dispute arising amongst the Parties, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, then such dispute shall be finally resolved by arbitration. Each party shall appoint the third arbitrator. The arbitration shall be conducted in the English language and the venue of the arbitration shall be in Delhi.

## **10 JURISDICTION**

The parties hereby irrevocably consent to the sole jurisdiction of the Courts of Delhi in connection with any actions or proceedings arising out or in relation to this

Agreement.

**NOTE:** In case of any ambiguity between EOI document and agreement, the conditions mentioned in EOI document shall prevail.

IN WITNESS WHERE the parties have caused this Agreement to be executed in duplicate on their respective behalf at New Delhi on the day and year herein first above written.

SIGNED AND DELIVERED By

For The AGENCY

The AGENCY aforesaid

Authorised Signatory

SIGNED AND DELIVERED By

For RailTel

RailTel aforesaid

Authorised Signatory

In the presence of witnesses:

For the AGENCY

1.

2.

For RailTel

1.

2.

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

To,

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

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

Signature of Authorised Signatory

Name:

Designation:

**Annexure-15****Format for Power of Attorney****POWER OF ATTORNEY**

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

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

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

(Add in the case of a Consortium)

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

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2024

(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.