



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

ELECTRONIC TENDER DOCUMENT

FOR

Empanelment of Agencies to provide Ancillary Security Services during Examination (Both Online & Offline), 10th & 12th Board Examination and other customer projects at PAN India Level

खुली-E-निविदान: RailTel/Tender/OT/CO/VAB/2024-25/ Ancillary Services/010

OPEN E- TENDER NO: RailTel/Tender/OT/CO/VAB/2024-25/ Ancillary Services/010

Due date for opening: 25.10.2024 @ 03:30 PM

TENDER NOTICE



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

E Tender Notice No. RailTel/Tender/OT/CO/VAB2024-25/ Ancillary Services/010

RailTel Corporation of India Ltd. (RailTel) invites e-Tenders for **Empanelment of Agencies to provide Ancillary Security Services during Examination (Both Online & Offline), 10th & 12th Board Examination and other customer projects at PAN India Level**

a)	Opening date of Tender downloading	04.10.2024
b)	Last date of Submission of Clarification	11.10.2024 (On or before 05:00 PM)
c)	Last Date of Submission of e-bids	25.10.2024 (On or before 03:00 PM)
d)	Opening of e-bids	25.10.2024 (03:30 PM)
e)	Earnest Money (EMD)	Rs 10 Lakh to be made in favor of RailTel Corporation of India Ltd. online through e-Nivida Portal
f)	Processing Fees	Rs.2,36,000/- incl. GST need to pay online through e-nivida Portal.(Non refundable)

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

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

General Manager/-

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(This tender document consists of 77 pages)

Section-I

Chapter-1 Schedule of Requirements

FOR OFFLINE EXAMINATION

CATEGORY	SERVICE DESCRIPTION	UNIT OF MEASUREMENT	CANDIDATE RANGE	Budgetary estimate
A1	Impersonation control through Touchless double IRIS capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis	Per Candidate Per Shift	1-10000	69.00
			10000-50000	69.00
			50000-100000	69.00
			100000-500000	69.00
			500000 & Above	69.00
A2	Impersonation control through Digital Finger-print verification using Aadhaar data and Facial recognition of candidate by verifying Candidate's identity on real-time basis	Per Candidate Per Shift	1-10000	65.00
			10000-50000	65.00
			50000-100000	65.00
			100000-500000	65.00
			500000 & Above	64.50
A3	Impersonation control through Digital Finger-print capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis	Per Candidate Per Shift	1-10000	65.00
			10000-50000	65.00
			50000-100000	65.00
			100000-500000	65.00
			500000 & Above	64.25
A4	Impersonation control through Touchless Palm capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis	Per Candidate Per Shift	1-10000	69.00
			10000-50000	69.00
			50000-100000	69.00
			100000-500000	69.00
			500000 & Above	69.00
B1	Live Webcasting and recording of Examination Centres and Central Control Room Management with supply of recording as per scope of work	Per Camera Per Shift	NA	3999.00
B2	Only CCTV recording of Examination Centres and Control Room with supply of recording as per scope of work	Per Camera Per Shift	NA	3499.00
B3	Artificial Intelligence (AI) Based Live Webcasting and recording of Examination Centres and Integrated Command Control centre Management with supply of recording as per scope of work	Per Camera Per Shift	NA	4999.00
C	Frisking with HHMD device as per Scope of Work	Per Candidate Per Shift	1-10000	59.00
			10000-50000	59.00

			50000-10000	59.00
			100000-500000	56.05
			500000 & Above	55.10
D	SIP enabled Phones at Exam Centers	Per Candidate Per Shift	1-10000	20.00
			10000-50000	20.00
			50000-100000	20.00
			100000-500000	20.00
			500000 & Above	19.00
E	Encrypted QR Code on Candidate Admit Cards	Per QR code Generated	1-10000	9.00
			10000-50000	9.00
			50000-100000	9.00
			100000-500000	8.91
			500000 & Above	8.55
F	Scanning of QR Code Printed on Admit Card of Candidate to Authenticate Candidate's Identity	Per Candidate Per Shift	1-10000	39.00
			10000-50000	39.00
			50000-100000	39.00
			100000-500000	37.83
			500000 & Above	36.66
G	On spot scanning solution for OMR sheets as per Scope of Work	Per Candidate Per Shift	1-10000	39.00
			10000-50000	39.00
			50000-100000	39.00
			100000-500000	37.83
			500000 & Above	37.05
H	Providing services for Tamper Evident Logistical solution for the logistics of the Question papers and OMR answer sheets in Examination venues on rental basis	Per Lock Per Exam	NA	12999.00
I	Photograph Quality Check	Per Photograph	1-10000	5.00
			10000-50000	5.00
			50000-100000	5.00
			100000-500000	5.00
			500000 & Above	5.00
J	Photograph Comparison	Per Photograph	1-10000	9.00
			10000-50000	9.00
			50000-100000	9.00
			100000-500000	9.00
			500000 & Above	9.00
K	Baggage Management	Per Candidate Per Shift	1-10000	35.00
			10000-50000	35.00
			50000-100000	35.00
			100000-500000	35.00
			500000 & Above	35.00
L	Body Worn Camera For Invigilators	Per Camera Per Shift	NA	10000.00

FOR ONLINE EXAMINATION

CATEGORY	SERVICE DESCRIPTION	UNIT OF MEASUREMENT	CANDIDATE RANGE	Budgetary estimate
A1	Impersonation control through Touchless double IRIS capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis	Per Candidate Per Shift	1-10000	69.00
			10000-50000	69.00
			50000-10000	69.00
			100000-500000	69.00
			500000 & Above	69.00
A2	Impersonation control through Digital Finger-print verification using Aadhaar data and Facial recognition of candidate by verifying Candidate's identity on real-time basis	Per Candidate Per Shift	1-10000	65.00
			10000-50000	65.00
			50000-10000	65.00
			100000-500000	65.00
			500000 & Above	65.00
A3	Impersonation control through Digital Finger-print capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis	Per Candidate Per Shift	1-10000	65.00
			10000-50000	65.00
			50000-10000	65.00
			100000-500000	65.00
			500000 & Above	65.00
A4	Impersonation control through Touchless Palm capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis	Per Candidate Per Shift	1-10000	69.00
			10000-50000	69.00
			50000-10000	69.00
			100000-500000	69.00
			500000 & Above	69.00
B1	Live Webcasting and recording of Examination Centres and Central Control Room Management with supply of recording as per scope of work	Per Candidate Per Shift	1-10000	75.00
			10000-50000	75.00
			50000-10000	75.00
			100000-500000	75.00
			500000 & Above	75.00
B2	Only CCTV recording of Examination Centres and Control Room with supply of recording as per scope of work	Per Candidate Per Shift	1-10000	69.00
			10000-50000	69.00
			50000-10000	69.00
			100000-500000	69.00

			500000 & Above	69.00
B3	Artificial Intelligence (AI) Based Live Webcasting and recording of Examination Centres and Integrated Command Control centre Management with supply of recording as per scope of work	Per Candidate Per Shift	1-10000	100.00
			10000-50000	100.00
			50000-100000	100.00
			100000-500000	100.00
			500000 & Above	100.00
C	Frisking with HHMD device as per Scope of Work	Per Candidate Per Shift	1-10000	60.00
			10000-50000	60.00
			50000-100000	60.00
			100000-500000	60.00
			500000 & Above	60.00
D	SIP enabled Phones at Exam Centers	Per Candidate Per Shift	1-10000	35.00
			10000-50000	35.00
			50000-100000	35.00
			100000-500000	35.00
			500000 & Above	35.00
E	Encrypted QR Code on Candidate Admit Cards	Per QR code Generated	1-10000	9.00
			10000-50000	9.00
			50000-100000	9.00
			100000-500000	9.00
			500000 & Above	9.00
F	Scanning of QR Code Printed on Admit Card of Candidate to Authenticate Candidate's Identity	Per Candidate Per Shift	1-10000	39.00
			10000-50000	39.00
			50000-100000	39.00
			100000-500000	39.00
			500000 & Above	39.00
G	Photograph Quality Check	Per Photograph	1-10000	5.00
			10000-50000	5.00
			50000-100000	5.00
			100000-500000	5.00
			500000 & Above	5.00

H	Photograph Comparison	Per Photograph	1-10000	9.00
			10000-50000	9.00
			50000-100000	9.00
			100000-500000	9.00
			500000 & Above	9.00
I	Baggage Management	Per Candidate Per Shift	1-10000	35.00
			10000-50000	35.00
			50000-100000	35.00
			100000-500000	35.00
			500000 & Above	35.00
J	Body Worn Camera For Invigilators	Per Camera Per Shift	NA	10000.00

FOR 10TH & 12TH BOARD EXAMINATION

CATEGORY	SERVICE DESCRIPTION	UNIT OF MEASUREMENT	CANDIDATE RANGE	Budgetary Estimate
A1	Providing Services for Live CCTV Surveillance System in Examination Centers on turnkey basis for Board Exams	Per Camera for a period of 30 days	NA	10000.00
A2	Providing Services for CCTV Recording in Examination Centers on turnkey basis for Board Exams	Per Camera for a period of 30 days	NA	9500.00
A3	Artificial Intelligence Based Live CCTV Surveillance Service for Strong rooms (up to 3 CCTV per Strong room) as per Scope of Work	Per Venue for a period of 30 days	NA	45000.00
A4	Impersonation control through Touchless double IRIS capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis	Per Candidate Per Shift	1-10000	69.00
			10000-50000	69.00
			50000-100000	69.00
			100000-500000	69.00
			500000 & Above	69.00
A5	Impersonation control through Digital Finger-print verification using Aadhaar data and Facial recognition of candidate	Per Candidate Per Shift	1-10000	65.00
			10000-50000	65.00
			50000-100000	65.00

	by verifying Candidate's identity on real-time basis		100000-500000	65.00
			500000 & Above	65.00
A6	Impersonation control through Digital Finger-print capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis	Per Candidate Per Shift	1-10000	65.00
			10000-50000	65.00
			50000-10000	65.00
			100000-500000	65.00
			500000 & Above	65.00
A7	Impersonation control through Touchless Palm capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis	Per Candidate Per Shift	1-10000	69.00
			10000-50000	69.00
			50000-10000	69.00
			100000-500000	69.00
			500000 & Above	69.00
A8	Frisking with HHMD device as per Scope of Work	Per Candidate Per Shift	1-10000	59.00
			10000-50000	59.00
			50000-10000	59.00
			100000-500000	59.00
			500000 & Above	59.00
A9	SIP enabled Phones at Exam Centers	Per Candidate Per Shift	1-10000	20.00
			10000-50000	20.00
			50000-10000	20.00
			100000-500000	20.00
			500000 & Above	20.00
A10	Providing services for GPS Tracking Logistical solution for transportation of Confidential material on rental basis as per Scope of Work	Per GPS Lock for a period of 30 days	NA	12999.00
A11	Body Worn Camera For Invigilators	Per Camera for a period of 30 days		25000.00

CBT INFRASTRUCTURE FOR EXAM VENUES

CATEGORY	SERVICE DESCRIPTION	UNIT OF MEASUREMENT	CANDIDATE RANGE	Budgetary Estimate
K	Creation of CBT Exam centre nodes in PAN India as per Scope of Work	Per Candidate Node Per Shift	1-10000	350.00

	<ul style="list-style-type: none"> Facilitation of Exam centre space will be provided by RailTel's end customer Space rent will be borne by RailTel's end customer <p>However, all required infrastructure, Centre management Manpower and Electricity expense has to be borne by the Implementing Agency</p>		10000-50000	350.00
			50000-10000	350.00
			100000-500000	350.00
			500000 & Above	350.00
L	<p>Creation of Exam centre nodes in PAN India as per Scope of Work</p> <ul style="list-style-type: none"> Facilitation of Exam centre space will be provided by Bidder itself Space rent will be borne by Implementing Agency <p>All required infrastructure, Centre management Manpower and Electricity expense has to be borne by the implementing Agency</p>	Per Candidate Node Per Shift	1-10000	400.00
			10000-50000	400.00
			50000-10000	400.00
			100000-500000	400.00
			500000 & Above	400.00

CUSTOMIZED SERVICE REQUIREMENTS

CATEGORY	SERVICE DESCRIPTION	UNIT OF MEASUREMENT	Budgetary Estimate
M1	FINGERPRINT SCANNER DEVICE (UIDAI & STQC APPROVED) MOQ: 3000 Devices 1st month	Per Device Per Month	12000.00
M2	FINGERPRINT SCANNER DEVICE (UIDAI & STQC APPROVED) MOQ: 3000 Devices 2nd Month Onwards	Per Device Per Month	6500.00
N1	TABLET (Wi-Fi Only): 1st Month Brand: Lenovo / Samsung :	Per Tablet Per Month	4000.00
N2	TABLET (Wi-Fi Only): 2nd Month onwards Brand: Lenovo / Samsung	Per Tablet Per Month	3000.00

O	•Biometric Software + •Establishment of 24*7 technical call centre + Virtual Training of Master trainers	Per Transaction	10.00
P	Dashboard/Portal Customization as per customer specific project	On Lumpsum Basis	1000000.00

Tenderer's offer: "I/We hereby offer to do the work at the following rates	
% Rates Above/Below /at Par of the Schedule of rates (eg. For Above: + % ; For below: - % ; At Par: 0% ;	

Note:

1. These rates will be valid for the entire duration of empanelment and contract period.
2. The quoted rates shall be exclusive of GST. Bidder has to quote as per its discretion against the budgetary price mentioned in the tender.
3. This is Least cost Basis Tender (LCS) and Bidder with lowest overall financial bid (L1) will be declared L1 after clearing threshold marks in the technical evaluation.
4. Bidders quoted percentage rate shall be applicable for all items listed in the Schedule of Rates (SOR).
5. Evaluation will be conducted in two stages: first, bidders will be assessed on their technical parameters. Only those who meet the technical requirements will move to the second stage. In the second stage, bids will be evaluated based on the percentage rate offered. The bidder with the lowest percentage rate will be designated as L-1 and will be awarded the contract.
6. For Offline Examination:
 - Payment against Category A, C, D, F, G, I, J, K will be regulated against the total number of Admit cards generated for each project by Customer/RailTel/Empaneled Agency. Or basis the no. of candidates conveyed by end customer and formula for invoice derivation would be: (Number of candidates as per Admit card generated x Per candidate Per Shift rate).
 - For Category B, formula for invoice derivation would be: (Number of estimated CCTV cameras x Per camera rate) and payment would be made accordingly.
 - For Category E formula for invoice derivation would be: (Number of Encrypted QR Code Generated on Candidate Admit Cards x Per QR Code Generated) and payment would be made accordingly.
 - For Category H formula for invoice derivation would be: (Number of estimated Locks per Exam x Per Lock rate) and payment would be made accordingly.
 - For Category L, formula for invoice derivation would be: (Number of estimated Body worn cameras x Per camera rate) and payment would be made accordingly.
7. For Online Examination

- Payment against Category A, B, C, D, F,G,H, I will be regulated against the total number of Admit cards generated for each project by Customer/RailTel/Empaneled Agency. Or basis the no. of candidates conveyed by end customer and formula for invoice derivation would be: (Number of candidates as per Admit card generated x Per candidate Per Shift rate).
- For Category E formula for invoice derivation would be: (Number of Encrypted QR Code Generated on Candidate Admit Cards x Per QR Code Generated) and payment would be made accordingly.
- For Category J, formula for invoice derivation would be: (Number of estimated Body worn cameras x Per camera rate) and payment would be made accordingly.

8. For 10th & 12th Board Examination

- Payment against Category A4 to A9 will be regulated against the total number of Admit cards generated for each project by Customer/RailTel/Empaneled Agency. Or basis the no. of candidates conveyed by end customer and formula for invoice derivation would be: (Number of candidates as per Admit card generated x Per candidate Per Shift rate).
- For Category A10 formula for invoice derivation would be: (Number of estimated Locks per Exam x Per Lock rate) and payment would be made accordingly.
- For Category A11, formula for invoice derivation would be: (Number of estimated Body worn cameras x Per camera rate) and payment would be made accordingly.
- For Category A1,A2, A3 formula for invoice derivation would be: (Number of estimated CCTV cameras x Per camera rate) and payment would be made accordingly.

9. For CBT Infrastructure for Exam Venues

- Payment against Category K and L will be regulated against the total number of Admit cards generated for each project by Customer/RailTel/Empaneled Agency. Or basis the no. of candidates conveyed by end customer and formula for invoice derivation would be: (Number of candidates as per Admit card generated x Per candidate Node Per Shift rate).

10. For Customized Service requirements

- For Category M1, M2, formula for invoice derivation would be: (Number of Fingerprint Scanner Devices x Per Device Per Month rate) and payment would be made accordingly.
- For Category N1, N2, formula for invoice derivation would be: (Number of Tablets x Per Tablet Per Month rate) and payment would be made accordingly.
- For Category O, formula for invoice derivation would be: (Number of Transactions x Per Transaction rate) and payment would be made accordingly.
- For Category P, formula for invoice derivation would be: (Lumpsum rate for Dashboard Customization x 1) and payment would be made accordingly.

11. RailTel, at its discretion, may choose to avail any or combination of services in different exams depending on the requirement of end customer.

12. RailTel is not bound to take all the services in each examination conducted and solely depends on the end customer requirement in this regard.
13. RailTel may empanel maximum up to two agencies for empanelment on L1 rates and will enter into an exclusive contract with the empaneled agencies only if they agree to provide RailTel with a business of minimum 20 crores per annum (i.e.12 crores per annum by L1 bidder and 8 crores per annum by L2 bidder). RailTel at its discretion will offer the work which it's secures on its own to L1 and L2 in the ratio of 2:1. This is an exclusive contract will be valid for the entire contract period and will be applicable for the complete/part of Scope of Work mentioned in the tender i.e. complete/part of SoW mentioned in the tender will be awarded to only empaneled agencies during the entire contract duration. In case any of the empaneled bidder(s) is/are unable to provide the minimum business during a particular year as mentioned above; the minimum business guarantee for next year shall include the shortfall of previous year and so on. The empaneled agencies, during the contract period has to bring minimum business of 36 Crore for L1 bidder and 24 Crore for L2 bidder, Failing to do so a penalty maximum 10 lakhs would be imposed on empaneled agencies along with forfeiture of tender EMD.
14. It is preferred that Empaneled agencies intimate RailTel against opportunities it is actively pursuing and RailTel is likely to get the work awarded on nomination basis.
15. In case of specific projects (related to the scope of work of this tender) where RailTel is submitting proposal/quotation through competitive bidding, RailTel will invite price quotations from both the empaneled agencies for the said project. And if RailTel wins this project, it will be awarded to the empaneled agency quoting lowest rates. Rates quoted by the empanelled agency will only be applicable for the said project and will not be taken as a reference for other projects.
16. If RailTel is bidding for any projects related to the scope of work of this tender and there is more than 30% variation from the existing SoW mentioned in the tender, then RailTel will seek fresh commercials from the empanelled agency for the revised SoW for that specific opportunity.

Information to Bidder for Compliance:

1. Unit rate quoted against services mentioned in SOR above should be inclusive of all duties, taxes, and other charges except GST. The services as per SOR are required to be delivered at locations specified by RailTel, or its end Customer and it shall be the responsibility of Tenderer to provision the services at end customer locations within due timelines or on short notice. Locations may vary from one state to Pan India depending on the nature of work..
2. All items should be quoted as per Scope of Work defined in Tender.
3. In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer.
4. The Tenderer/bidder should have a registered office in India to provide sales and 24x7 support in India. The certificate of incorporation to this effect should be submitted.
5. Bidder has to quote for all SOR, and evaluation will be done on totality.

CHAPTER- 2 BID DATA SHEET (BDS)

The section consists of provisions that are specific to various Clauses of the tender document:

Reference	Description
Tender Notice	Name of work: Empanelment of Agencies to provide Ancillary Security Services during Examination (Both Online & Offline), 10th & 12th Board Examination and other customer projects at PAN India Level
Clause 6.11, Chpater-6	Validity of offer 90 days.
Clause 3.2, Chapter-3	Delivery Period As required by end customer for each sub-PO. Delivery will vary case to case basis. Empaneled Agency must be ready to deliver services along with manpower at multiple locations across any state/Pan India on short notice
Tender Notice	Earnest Money Deposit (EMD: Rs 10 Lakhs Through e-nivida Portal) Processing fees of Rs. 2,36,000/- Through e-NIVIDA Portal
Tender Notice	Prebid Meeting: Online- 14.10.2024 (Link detail shall be shared) Clarification Requests Last date of Submission of Clarification Date: 11.10.2024 (On or before 05:00 PM) at e-mail id: rajnish.verma@railtelindia.com a.chandel@railtelindia.com
Tender Notice	Last Date of Submission of Offer Date: 25.10.2024 Time: 03:00 PM
Tender Notice	Date of Opening of Tender- (Technical) Date: 25.10.2024 Time: 03:30 PM Venue: RailTel Corporation of India Ltd. Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110025

Chapter - 2-A E-tendering Instructions to Bidders

1. INSTRUCTIONS FOR ONLINE BID SUBMISSION:

- i. Following are the instruction for online bid submission as per the term and conditions:

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

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

2. REGISTRATION:

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

3. SEARCHING FOR TENDER DOCUMENTS

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

4. PREPARATION OF BIDS:

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

5. SUBMISSION OF BIDS:

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

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

6. ASSISTANCE TO BIDDERS:

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

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

- i. Helpdesk landline No: 011-49606060

- ii. Mr. Amrendra (9355030628)
- iii. Mr. Birendra Kumar (09205898228)

c. RailTel Contact Details:

Contact-I (for general Information)
Rajnish Verma: Asst. General Manager/Mktg
Telephone 011-22900600/2267
E-mail ID: rajnish.verma@railtelindia.com

RailTel Contact-II (for general Information)
Anand Singh Chandel: General Manager/VAB
Telephone 011-22900600/2224
E-mail ID: a.chandel@railtelindia.com

7. BID RELATED INFORMATION FOR THIS TENDER

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

Broad outline of submissions are as follows:

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

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

8. ONLINE SUBMISSIONS:

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

- a. EMD submission as per details mentioned in tender notice.
- b. Tender Cost submission as per details mentioned in tender notice.
- c. Power of attorney to be submitted online in accordance with respective tender clause in this tender. Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- d. In case bidder happens to be an MSE bidder, the documentary evidence for same shall be submitted on line.

9. SUBMISSION OF ELIGIBILITY CRITERIA RELATED DOCUMENTS:

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

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

In case there is a problem at the e-procurement/ e-auction service provider's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of RailTel by the bidders in time, then RailTel will promptly reschedule the affected event(s).

10. INSTRUCTIONS FOR TENDER DOCUMENT TO THE BIDDERS:

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

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

11. SUBMISSION OF OFFERS AND FILLING OF TENDER:

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

12. ATTENDANCE OF REPRESENTATIVES FOR TENDER OPENING:

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

(End of Chapter- 2A)

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CHAPTER-3 SPECIAL TENDER CONDITIONS

3.1 The Tenderer shall quote Total all Inclusive Rate of Services except GST clearly indicating the breakup of rates, applicable duties and taxes as detailed in the offer form only.

3.2 Delivery Period:

As required by end customer for each sub-PO as issued by RailTel. Delivery schedule will vary case to case basis. Empaneled agency must be ready to deliver services along with manpower and hardware at multiple locations across any state/Pan India on short notice.

3.3 Eligibility Criteria (Documentary Evidence to be submitted)

3.3.1 Eligibility Criteria for Bidders :

SN	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
1.	Legal Entity	<p>The bidder should be a Company registered in India under the Indian Companies Act 1956 or 2013 with their registered office in India and should have been operating for the last three years.</p> <p>Proprietorship firms not allowed to participate.</p> <p>The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.</p>	<p>1.Certificate of Incorporation / Registration</p> <p>2.GST Registration</p> <p>3.PAN</p>
2.	Financial Capability	<p>The bidder should have minimum cumulative contract amount of Rs. 106.2 Crore. from the operations in the last three financial years plus current year up to the date of opening of tender.</p> <p>i) For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry) only 1/3 of minimum cumulative contract amount which is 35.4 Crore</p>	<p>Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant / Certificate from Chartered Accountant duly supported by Audited Balance Sheet. Submitted certificate should have valid Unique Document Identification Number (UDIN)</p>

SN	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
3.	Past Experience	<p>The bidder must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p>One similar work# each costing not less than the amount Rs. 42.48Crore or Two similar works# each costing not less than the amount Rs. 28.32Cr., or Three similar works# each costing not less than the amount Rs. 21.24 Cr.</p> <p>For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry), the bidder should have completed in last three financial years plus current year upto the date of opening of tender:</p> <p>Single order of similar work# for an amount Rs. 24.78 Cr. or Two orders each of similar work# for an amount Rs. 14.16Cr. or Three orders each of similar work# for an amount Rs.10.62 Cr.</p> <p>Note: Completion of work should fall in the above period. The bidder shall also furnish work completion/ substantial work completion certificate issued by customer/s for the Purchase Orders/ Work Orders. Substantial completion shall be 80% (value wise) or more works completed under the contract. For contracts under which bidder participated as a Joint Venture member or sub-contractor, only the bidder's share, by value, shall be considered to meet this requirement. # Similar Work: Security ancillary services to exam conducting bodies, State Public commission, State or central staff Selection Commission, Recruitment exam conducting bodies or any other Govt. undertaking.</p>	<p>Work order along with Completion certificates with Satisfactory working from the User Organizations is required to be submitted.</p> <p>In case of substantially completed work, certificate from user for bidder share regarding total value of bidders share of work and value of completed work (minimum 80% of total value of bidders share of work) is required to be submitted.</p> <p>In case of composite work purchase orders, bidder shall submit CA certificate certifying the actual amount pertaining to similar work definition as mentioned in the clause.</p> <p>Purchase order copy in this regard may also be submitted.</p> <p>Past Experience details to be attached with Bid. (The set of document(s) submitted should clearly certify eligibility criteria and should be verifiable from the user/customer)</p>

SN	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
4.	Past Experience	<p>Bidder must have successfully executed work orders for at least 3 different Govt. organization's directly for providing each of the Security Ancillary Services (i.e. CCTV, Biometric & Frisking) in examination-based projects during the last 7 years as on day of bidding.</p> <p>Out of which bidder must have:</p> <ul style="list-style-type: none"> • At least 1 work order for providing each of the security ancillary service (i.e. CCTV, Biometric & Frisking) for at least 8,00,000 candidates • At least 1 work order for providing any security ancillary services spread across more than 200 Cities in a single exam assignment. 	Copies of Work Orders along with Completion Certificate from customer need to be submitted for the provision of any Security Ancillary Services (i.e. CCTV, Biometric & Frisking) in Examination based projects
5.	Technical Capability	<p>Bidder should have executed work order for the provision of Iris service in single examination assignment during the last 7 years as on day of bidding ending last day of month previous to the one in which tender is invited for any Government department directly as per below:</p> <p>One Work Order for at least 10 lakh candidates in a single examination assignment</p>	Copies of Govt. Work Orders along with Completion Certificate issued by customer to be submitted for the provision of IRIS service in Examination based projects
6.	No Black Listing	The bidding organization should not have been blacklisted by any Central Govt. /State Govt. / Semi-Govt. / PSU or Govt. University/ Educational Institutions/ Organization/Board/Council/ Commission or by any other Government undertaking organization as on day of bidding.	Self-Declaration by the Bidder on Company's letter head
7.	MAF	Technical Compliance along with required documents/Certificates as per Form No. 5 & 6.	MAF from OEMs along with supporting documentary evidence

Relaxations given in eligibility criteria for startups are indicative in nature and startup companies are required to submit their proposal for seeking relaxation in above mentioned eligibility criteria. Their proposal will be dealt on case to case basis only.

3.4 Technical Evaluation/ Scoring (Documentary Evidence to be submitted)

S No.	Technical Evaluation Criteria	Maximum Marks
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1.	<p>Cumulative Turnover of the bidder from examination-based projects during last 03 Financial Years i.e. FY 2020-21, FY 2021-22, FY 2022-23</p> <p>Cumulative Turnover between INR 106.2-150Crores: 5 Marks Cumulative Turnover between INR 150-200 Crores: 7.5 Marks Cumulative Turnover between INR >200 Crores: 10 Marks</p>	10 Marks
2.	<p>The bidder should have work experience of providing any Security Ancillary Services in Examination based projects for any Government department directly during last seven years as on day of bidding.</p> <p>No. of Cities in single examination assignment > 200 and ≤ 300 Cities: 5 Marks No. of Cities in single examination assignment > 300 and ≤ 400 Cities: 7.5 Marks No. of Cities in single examination assignment > 400 Cities: 10 Marks</p>	10 Marks
3.	<p>Bidder should have work experience of at least one work order for any Security Ancillary Service in Examination based projects, for any Government department directly, during the last 5 years as on day of bidding.</p> <p>No. of Candidates in single shift ≥ 5 lakh and < 10 lakh: 3 Marks No. of Candidates in single shift ≥ 10 lakh and < 15 lakh: 5 Marks No. of Candidates in single shift ≥ 15 lakh: 10 Marks</p>	10 Marks
4.	<p>Bidder must have successfully executed work orders for at least 3 different Govt. organization's directly for providing each of the Security Ancillary Services (i.e. CCTV, Biometric & Frisking) in examination-based projects during the last 7 years as on day of bidding</p> <p>Direct Work Order for providing each of the Security Ancillary Services (i.e. CCTV, Biometric & Frisking) from different Govt. organization ≥ 3 and < 6: 5 Marks Direct Work Order for providing each of the Security Ancillary Services (i.e. CCTV, Biometric & Frisking) from different Govt. organization ≥ 6 and < 10: 7 Marks Direct Work Order for providing each of the Security Ancillary Services (i.e. CCTV, Biometric & Frisking) from different Govt. organization ≥ 10: 10 Marks</p>	10 Marks
5.	<p>Bidder should have executed work order for the provision of CCTV Surveillance of candidates in single examination assignment during the last 7 years as on day of bidding ending last day of month previous to the one in which tender is invited for any Government department directly as per below:</p> <p>No. of Candidates in a single exam assignment > 10 Lakh and < 12 lakh: 5 Marks No. of Candidates in a single exam assignment ≥ 12 Lakh and < 14 lakh: 7 Marks No. of Candidates in a single exam assignment > 14 Lakh: 10 Marks</p>	10 Marks

6.	Bidder should have executed work order for the provision of biometric based Impersonation control in single examination assignment during the last 7 years as on day of bidding ending last day of month previous to the one in which tender is invited for any Government department directly as per below: No. of Candidates in a single exam assignment >10 Lakh and < 12 lakh: 5 Marks No. of Candidates in a single exam assignment \geq 12 Lakh and < 14 lakh: 7 Marks No. of Candidates in a single exam assignment >14 Lakh: 10 Marks	10 Marks
7.	Bidder should have executed work order for the provision of Frisking of candidates through HHMD in single examination assignment during the last 7 years as on day of bidding ending last day of month previous to the one in which tender is invited for any Government department directly as per below: No. of Candidates in a single exam assignment >10 Lakh and < 12 lakh: 5 Marks No. of Candidates in a single exam assignment \geq 12 Lakh and < 14 lakh: 7 Marks No. of Candidates in a single exam assignment >14 Lakh: 10 Marks	10 Marks
8.	Bidder should have executed work order for the provision of Iris service in single examination assignment during the last 7 years as on day of bidding ending last day of month previous to the one in which tender is invited for any Government department directly as per below: No. of Candidates in a single exam assignment >10 Lakh and < 12 lakh: 5 Marks No. of Candidates in a single exam assignment \geq 12 Lakh and < 14 lakh: 7 Marks No. of Candidates in a single exam assignment >14 Lakh: 10 Marks	10 Marks
9.	Technical Presentation: <ul style="list-style-type: none"> • Project Understanding • Approach & Methodology • Execution Plan 	20 Marks

3.5 Evaluation Criteria:

- i) The bidder shall quote the prices as per the SOR given in the RFP.
- ii) Bidder should quote for all the items. The Offers will be evaluated on total cost.
- iii) Offers from the tenderers not meeting the eligibility criteria will not be considered.

3.6 Selection Process In case of two Packets:

- i. RailTel has adopted a two-stage evaluation process (collectively the “Selection Process”) in evaluating the bids comprising prequalification, technical and financial bids. A prequalification

evaluation will be carried out as specified in this RFP Clause no 3.3. Only prequalified bids will be eligible for technical evaluation/scoring.

- ii. In the first stage, Technical evaluation/scoring will be carried out as specified in this RFP Clause no. 3.4. Based on the technical evaluation/scoring, a Scoring Sheet of short-listed BIDDERS (**Scoring minimum 60 marks**) shall be prepared.
 - iii. In the second stage, the Financial Proposal of the short-listed BIDDERS will be opened and a financial evaluation shall be carried out as specified in this SOR.
 - iv. This is least cost basis tender and bidder qualified in above stages after securing qualifying marks, with lowest price bid will be selected as L1.
 - v. L2 bidder will be given an opportunity to match the rates of L1 bidder.
- 3.7 The bidder has to submit the bid in two separate bids containing technical bid and price bid on e-procurement portal only.
- 3.8 The technical bids of all the bidders will be evaluated first based on the tender conditions/eligibility criteria and then financial bids will be opened only of the technically qualified bidders (Bidders Scoring minimum 60 marks in Technical Scoring).

3.9 Issuance of Selection Letter and Sub-POs:

- i. Purchaser will issue empanelment Letter to the successful bidder/s. Depending on the actual requirement customers at different locations across the country at different times, Purchaser will issue sub purchase order/s against this Empanelment Letter. The successful bidder/s will have to honor all the sub purchase orders issued within the initial currency (i.e. three years) of Empanelment and provide the services within the contracted delivery period.
- ii. This Empanelment would be valid for three years from the date of issue with a provision of further extension of maximum for two year as per mutual discussion at the same terms and conditions. Bidder has to accept and extend the same without asking any price variation. It will be a binding on the bidder.
- iii. The issue of empanelment Letter in favor of the successful bidder/s shall constitute the intention of the purchaser to enter into an exclusive contract with the empaneled agencies if they agree to provide RailTel with a business of minimum 23.6 crores per year (i.e.14.6 crores per annum by L1 bidder and 9 crores by L2 bidder). This exclusive contract will be for the entire contract period and will be applicable for the complete/part of Scope of Work mentioned in the tender i.e. complete/part of SoW mentioned in the tender will be awarded to only empaneled agencies during the entire contract duration. In case any of the empaneled bidder(s) is/are unable to provide the minimum business during a particular year as mentioned above; the minimum business guarantee for next year shall include the shortfall of previous year and so on. The empaneled agencies, during the contract period has to bring minimum business of 42.48 Crore for L1 bidder and 28.32 Crore for L2 bidder, Failing to do so a penalty maximum 10 lakhs would be imposed on empanlled agencies along with forfeiture of tender EMD
- iv. The bidder shall have to furnish the acceptance and EMD of the successful bidder will remain with RailTel till the validity of empanelment i.e. for three years and a PBG equivalent to 5% of

the each Purchase Order (PO) value in the form of FDR or online transfer or irrevocable Bank Guarantee from any scheduled/nationalized bank within 30 days of issue of Sub Purchase Order 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 Sub PO. RailTel will return the PBG submitted against the Sub-PO within 15 days of the payment is processed.

3.10 Bill Passing & Paying Authority:

Accounting unit/bill passing unit for the services rendered under SOR and against each sub PO/Project Concerned JGM/Addl GM-Finance Corporate Office. Bills will be submitted to the tender issuing authority at CO..

If work order is issued by regional office of RailTel/then bills shall be submitted to concerned region.

3.5 Updation of Labour data on Railway's shramikkalyan Portal.

- A. Contractor is to abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:
- 3.11 (i) Contractor shall apply for one-time registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- 3.12 (ii) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
- 3.13 (iii) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- 3.14 (iv) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- 3.15 (v) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour& payments made thereof after each wage period.

3.16 Clarification Requests:

It is solicited that the written queries/ clarifications may be sent to the RailTel's office latest by date as indicated in the Bid Data sheet (BDS) through e-mail to rajnish.verma@railtelindia.com, & a.chandel@railtelindia.com (in word format). Thereafter, no queries will be entertained. All relevant clarifications sought will be addressed during the pre-bid meeting scheduled as per BDS. The clarification should be submitted in the below given format:

SN	Page No	Tender Clause No.	Tender Clause	Bidders Query	Justification/ Reason
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3.17 Payment Terms:

a. Payment will be made on back to back basis within a period of 15 working days from the date of realization from End customer of RailTel and after submission of tax invoice to RailTel. Tax invoice should be acceptable to RailTel Finance and as per the Terms and conditions of each work. Empaneled agency shall support RailTel with the exam data/Candidates data for its invoicing to end customer.

Empaneled agency shall be responsible for all the SLAs of end customer and in case of any penalty /deduction by end customer due to non performance of empaneled agency, the same shall be borne by empaneled agency.

In case customer denies 100% payment due to non performance of empaned agency, in such cases no payment shall be released to agency and EMD/PBG of the empaneled agency shall be encashed /forfeited.

3.18 Limitation of Liability:

Provided the following does not exclude or limit any liabilities of either party in ways not Permitted by applicable law:

- a) The Service Provider shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the Service Provider to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the 5% of the total value of Sub PO , provided that this limitation shall not apply to any obligation of the Service Provider to indemnify the Purchaser with respect to intellectual property rights infringement.
- c) Maximum penalty will be capped at 5% of the total order of the Sub PO

3.19 Tax variation:

Any changes in the statutory taxes & duties during the contract period shall be on RailTel account within the original DOC. Beyond DOC, any increase in statutory taxes & duties shall be on RailTel’s account only when the delay is on account of RailTel. However, benefit of any reduction in Taxes/Duties will be passed on to RailTel.

3.20 Care in submission of tender:

- i. Tenderers will examine the various provisions of The Central Goods and Service Tax Act, 2017 (CGST)/ Integrated Goods and Service Tax Act, 2017(IGST)/ Union Territory Goods and Service Tax Act, 2017 (UTGST)/ respective state’s State Goods and Service Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderer will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

- ii. The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to RailTel immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- iii. In case successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, RailTel shall deduct the applicable GST from his/ their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

3.21 Credential Verification:

- i. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/ certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender.
- ii. The tenderer shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is available in Chapter-9 of this tender document (Form No. 02). Non-submission of an affidavit by the bidder shall result in summarily rejection of his/their bid and it shall be mandatory incumbents upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualification Criteria mentioned in the tender document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.
- iii. The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.
- iv. In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

3.22 NIL Deviation Compliance:

Bidder is required to submit the “NIL Deviation compliance undertaking” for all the terms and conditions of tender including all corrigenda with the offer as per proforma given in Form no. 04 (Chapter-9).

CHAPTER-4 Scope of Work

DETAILED SCOPE OF WORK- OFFLINE & ONLINE EXAMINATION

4(A) SOW – IMPERSONATION CONTROL THROUGH BIOMETRIC AUTHENTICATION AND ATTENDANCE MARKING SERVICE

4.A.1 Digital Finger-print verification using Aadhaar data and Facial recognition of candidate by verifying Candidate's identity on real-time basis **OR**,

4.A.2 Digital Finger-print capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis **OR**,

4.A.3 Touchless IRIS capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis **OR**,

4.A.4 Palm-Capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis

to monitor various activities of the candidates at the sub-centres spread all over the India. Examination date and list of examination centres will be provided to the successful Bidder by the RAILTEL at least 2 weeks before the date of commencement of examination. /or as provided by the end customer whichever is earlier.

- i. RAILTEL will provide centre-wise data (Roll numbers with Candidate's Aadhaar details, Photos, Name, Exam date/shift etc.) of all registered candidates to the Bidder. Bidder will then use this data for Face recognition device & IRIS/ Finger-print / Palm capturing/ Aadhar Verification, and shall enable respective mechanism and candidate verification during the subsequent stages of the process.
- ii. Empaneled Agency will have to install QR code scanner integrated hand-held device of Touchless IRIS / Palm / Fingerprint scanner & Face recognition, along with manpower at each & every Examination centre at the time of examination.
- iii. Solution should have provision of real-time attendance monitoring system through secured web server.
- iv. Empaneled Agency has to maintain the entire database and application server at two different seismic zones within India, making one site as DC (Data centre) and other site as DR (Disaster recovery).
- v. QR code / Bar code containing roll number on the Admit card of the candidate should be scanned/read to auto-fetch the candidate details from Application Database (provided by RailTel) and incase, QR/Bar code is missing on admit card, then manual entry of roll number with candidate information has to be made. Thereafter, Fingerprint/Palm/IRIS capturing/Aadhar verification of candidate's and Face recognition by the Hand-held device shall be done at the Security gate before the beginning of examination.
- vi. All activities should be completed before conclusion of examination.
- vii. For candidates where Aadhar based Fingerprint verification is not possible their biometric registration shall involve capturing the digital photo of all those candidates and scanning their thumb print.

- viii. The scanning of the fingers shall be done in the following sequence if the thumb print scanning cannot be done: Index finger, middle finger, ring finger, little finger.
- ix. RailTel will arrange for AUA/ASA/Sub-AUA License to enable Aadhar verification.
- x. Empaneled Agency should deploy de-duplication algorithm across the database to avoid the duplicity of enrollment records.
- xi. Empaneled Agency should deploy IRIS/Palm scanners having functionality of On-Device encryption of data.
- xii. The facial recognition should be performed in a completely stateless transaction of two images (one image provided during the online registration and the other capture on the day of the exam).
- xiii. CPU configuration for running facial recognition: SkyLake generation or later.
- xiv. Image requirements for facial recognition
 - a. GIF, PNG, JPEG, TIFF RGB24 bpp
 - b. Face size: at least 60 pixels between eyes and a sharp image.
- xv. Palm scanner should comply with the requirements mentioned in Form No. 05 and should provide the MAF from respective OEM on its Letter Head.
- xvi. The Empaneled Agency has to perform physical verification of Candidate photo with application database (provided by RAILTEL) at the time of security gate entry.
- xvii. Biometric activity shall not be stopped on any ground and data capturing /identification work must be completed during the stipulated time period of the examination.
- xviii. After the completion of activity as per scope, the Bidder will hand-over the entire captured data in HDD in a sealed manner with super scribing Exam Name along with report and forwarding letter duly signed by the Bidder to the RAILTEL, on the day of examination.
- xix. The Empaneled Agency shall not be allowed to take away any data either in hard copy or soft copy and the work is to be carried out in the designated exam centres.
- xx. The Empaneled Agency must verify identity of the candidates from the captured data taken during the examination at the time of verification process as scheduled by RAILTEL.
- xxi. The Empaneled Agency will depute atleast One Hand-held Palm scanner/ Fingerprint scanner / touchless IRIS / Face recognition device per manpower on every 100 candidates during different Examination stages as & when scheduled by RAILTEL. Additional Hand-held devices should be made available as per normal practice in case of emergency.
- xxii. The Empaneled Agency will have to ensure that the all the devices must be functional and has captured Palm/Fingerprint/IRIS & Photographs of each and every candidate who have appeared in the examination at each centre.
- xxiii. If the examination is conducted in two or more shifts in a day at a centre, the activity should be performed separately in all the shifts during the duration of examination.
- xxiv. After completion of work, the Empaneled Agency has to submit self-attested centre-wise work completion certificate to the RAILTEL.
- xxv. Solution should not be Laptop/PC based. It should be Hand-held device integrated with STQC approved Hand-held touchless scanner only. Weight of the machine should not be more than 1 kg.

4(B) SOW – CCTV SURVEILLANCE SERVICE

RAILTEL, is keen to implement recording and /or CCTV surveillance system to monitor various activities of the candidates and other persons deployed to conduct examinations at the sub-centres spread all over the State. Examination date and list of examination centres will be provided to the Empaneled Agency by the RAILTEL, atleast 2 weeks before the date of commencement of examination/or as provided by end customer whichever is earlier.

- i. Installation of CCTV Color cameras should be made at least one day in advance from the scheduled date of examination and/or in such a way that the CCTV are required to be functional for one hour before the scheduled time of commencement of the examination and 0.5 hour after the completion of the examination.
- ii. To organize and provide required manpower to install the CCTV devices at the Centers.
- iii. To control the redundancy, Empaneled Agency has to 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).
- iv. CCTV feed data should travel through secured VPN Tunnel and one copy should be maintained at Cloud based storage.
- v. In case of Live CCTV surveillance, Cameras should be connected to Internet and Control room need to be setup at end customer premises. Empaneled Agency has to ensure that at least 90% live camera feed is made available at HQ control room at all times during the entire duration of examination.
- vi. For multiple streaming/viewing of live CCTV Feed in HQ control room, the LED screens set up by the bidder should be able to identify state, city, exam centre and exam room.
- vii. Empaneled Agency has to make available 10x12 feet video wall at HQ Control room with adequate manpower and laptops.
- viii. During the period of examination, CCTV facility shall not be interrupted due to any technical fault, etc., and the Empaneled Agency shall take due care of functioning of CCTV with adequate backup of CCTV during the conduct of examination and as per the time period mentioned in the Work Order of end customer to RailTel..
- ix. Empaneled Agency is required to submit complete recording of the entire examination duration within 20 days of successful completion of the examination.
- x. Power arrangement would come under the scope the end customer. In addition to this, Empaneled Agency has to arrange 15 minutes backup at each exam centre for their CCTV infrastructure.
- xi. The hardware required for the job shall be procured and maintained by the Empaneled Agency and Training/ sensitization of staff deployed at the examination Centres shall be imparted by the Empaneled Agency
- xii. Computer/ Laptop and manpower will be provided by Empaneled Agency in HQ Control Room.
- xiii. Internet and other arrangements on every Exam center would be in the scope of Empaneled Agency.
- xiv. Empaneled Agency should have adequate number of Color CCTV cameras available (as backup) in case of emergency.
- xv. Empaneled Agency to ensure Installation and commissioning of CCTV at every Examination center at the time of examination or the venue of interviews or physical Test conducted by end customer
- xvi. Bidder has to install CCTV camera as directed by RailTel at the time of giving AOC.

- xvii. CCTV Camera should comply with the requirements mentioned in Form No. 06 and should provide the MAF from respective OEM on its Letter Head.
- xviii. In case, Artificial Intelligence Based CCTV Video Analytics Services are required by the JPSC during Live CCTV Surveillance. Bidders are required to provide below listed features:
 - Generation of Alerts if any movement is detected at Entry/Exit Gates during Examination
 - Generation of alerts if the furniture inside the classrooms is not properly arranged
 - Generation of alerts if the cameras are offline or are tempered by Masking or Black Screen
 - Generation of alerts if there is any movement in classrooms 1hour before or after the exam
 - Generation of alerts if Invigilator is not moving even after the specified time/ Inactivity is detected in Invigilator's movement
 - Generation of alerts if there are more than allowed number of people in Question Paper Room during the defined hours
 - Generation of Alerts in case of detection of Crowd/ Fight/ Conflict inside the Classroom
 - Generation of Alerts if a Mobile Phone is detected inside the Classroom
- xix. The platform should actively monitor CCTV camera feeds and Violation events through Integrated command control centre (ICCC) setup.

4(C) SOW – FRISKING OF CANDIDATES THROUGH HHMD

- i. To Frisk the Candidates/ staff at the entry point of the examination center by employing trained manpower for male and female candidate along with HHMD by having separate enclosure for women candidates from the start of entry of staff to end of examination.
- ii. No person to be allowed entry without identifications including candidates, staff or flying Squad' inspection.
- iii. Empaneled Agency should have adequate infrastructure for providing services for metal detector and manpower to make available at all the Examination venues.
- iv. Empaneled Agency shall be responsible to take all clearances, certificates, licenses and should comply with all statutory obligations required for undertaking/providing services.
- v. Empaneled Agency shall maintain strict secrecy and confidentiality and will not divulge any information relating to assignment or examination to any third party, person, individual or boy corporate.
- vi. Empaneled Agency shall be informed atleast 2 weeks in advance about exam centre venues by the concerned authorities of RAILTEL/or as shared by end customer whichever is earlier
- vii. Empaneled Agency to visit all the centers well in advance of the examination date to get acquainted with the available facilities at the center.
- viii. Empaneled Agency will check all admit cards and then only allow entry to candidates.
- ix. Separate frisking for female candidates. Only female staff will frisk the female candidates in enclosures.
- x. The Metal Detector provided for Frisking should be able to detect any prohibited metallic ornaments/electronic devices at examination centers on the day of examination except (pen & admit card).

- xi. At every center, minimum, one frisking enclosure, 1 female & 1 male staff with metal detector has to be deployed.

Male Frisking Personnel	One per 100 Male Candidates (Minimum 1 per Centre)
Female Frisking Personnel	One per 100 Female Candidates (Minimum 1 per Centre)

- xii. Installation of HHMD, Frisking Enclosure at each & every Examination center at the time of examination conducted by RAILTEL.
Empaneled Agency has to submit work completion certificate along with the center details to RAILTEL.

4(D) SOW – SIP ENABLED PHONES AT EXAM CENTERS

- i. Installation of one SIP enabled Phone should be done at least one day in advance from the scheduled date of examination and/or in such a way that SIP enabled Phone is functional for one hour before the scheduled time of commencement of the examination and 0.5 hour after the completion of the examination.
- ii. To arrange required connectivity for SIP enabled Phone and to ensure that SIP enabled IP Phone is in working condition during the examination.
- iii. Power arrangement for SIP enabled Phone would come under the scope the RailTel.
- iv. Bidder has to ensure that all calls from exam center made through SIP enabled Phone are routed to designated SIP address at Control Room and vice versa.
- v. Bidder has to ensure that all calls are routed through SIP PBX over internet securely

4(E) SOW – ENCRYPTED QR CODE ON CANDIDATE ADMIT CARDS

- i. Supply, installation, implementation, and integration of encrypted QR code solution on candidate admit card with on-the-fly generation of 2D barcodes when needed.
- ii. The encrypted QR code should contain the candidate particulars in encrypted form where the encrypted information can be in any language and the generated QR code should comply to ISO/IEC 18004 standard with the technical infrastructure to be audited by cert-in empaneled agency.
- iii. The encrypted QR code should be readable through a reader app to read, decrypt and display the information contained in QR code in an offline setup.
- iv. The encryption should be done using 256 bit or higher cryptographic strength keys

4(F) SOW - SCANNING OF QR CODE PRINTED ON ADMIT CARD OF CANDIDATE TO AUTHENTICATE CANDIDATE’S IDENTITY

RailTel is keen to implement Scanning of QR Code printed on admit card of candidate which provides an added layer of security to authenticate a candidate’s identity. Through the implementation of this practice, it can monitor candidates at the examination centers and ensure that the candidate taking the examination is their true self and not an impersonator. Examination date and list of examination centres

will be provided to the successful Bidder by the RailTel atleast 2 weeks before the date of commencement of examination.

- i. Bidder will have to install QR code scanner integrated hand-held portable device/ Tablets, along with manpower at each & every Examination centre at the time of examination.
- ii. Bidder's manpower should reach the examination center at least 2 hours before the exam time on the day of examination.
- iii. The implemented solution should have the provision of real-time attendance monitoring system through secured web server.
- iv. Bidder has to maintain the entire database and application server at two different seismic zones within India, making one site as DC (Data centre) and other site as DR (Disaster recovery).
- v. Bidder's manpower present at the center will have to scan the QR code containing details of the candidate to auto-fetch the candidate details. During the scanning process the student's information is immediately retrieved and the same can be instantly matched and verified with the Admit Card.
- vi. The Bidder has to perform physical verification of Candidate with his photo printed on the Admit Card at the time of security gate entry.
- vii. The entire scanning process should be completed through a Tablet device loaded with Admit Card QR Code Scanning software. All activities should be completed before the beginning of examination.
- viii. QR code scanning activity shall not be stopped on any ground and scanning/verification work must be completed during the stipulated time period of the examination.
- ix. The Bidder will depute at least One QR code scanner integrated hand-held portable device/ Tablets per manpower on every 100 candidates during the Examination and subsequent stages of the process as & when scheduled by RailTel. Additional Hand-held devices should be made available as per normal practice in case of emergency.
- x. The Bidder will have to ensure that the all the devices must be functional and QR code of each and every candidate's admit card who have appeared in the examination at each centre is scanned.
- xi. If the examination is conducted in two or more shifts in a day at a centre, the activity should be performed separately in all the shifts during the duration of examination.
- xii. After completion of work, the Bidder has to submit self-attested centre-wise work completion certificate to the RailTel.
- xiii. Solution should not be Laptop/PC based. It should be QR code scanner integrated hand-held portable device/ Tablets only. Weight of the machine should not be more than 1 kg.

4(G) SOW - ON SPOT SCANNING SOLUTION FOR OMR SHEETS

RailTel is keen to implement a solution for real-time access to all OMR answer sheets data across centers which will serve as an efficient solution against OMR sheets' manipulation. OMR answer sheets fudging is a common malpractice to temper answer sheets post examination till evaluation.

- i. Bidder would be responsible for scanning of OMR answer sheets immediately after the completion of examination and handover the image of Candidate response sheet(s) to Department official.

- ii. Handover of image of Candidate response sheet(s) to be delivered to Department through Central Cloud server in a day's time and, should remain intact for atleast next 1 year from the date of examination.
- iii. Department will provide Exam Centre-wise data (Roll numbers, Name, Exam date/shift etc.) of all registered candidates to the Bidder.
- iv. Bidder has to make available all the Scanning infrastructure including manpower at each exam centre atleast a day before the date of exam.

4(H) SOW - TAMPER EVIDENT LOGISTICAL SOLUTION

RailTel is keen to onboard the authorized service provider to install, commission and operationalize the Tamper Evident Logistical solution for the Question papers and OMR answer sheets. The bidder should provide a tamper evident logistical solution capable of continuous monitoring and event alarms. The solutions should have the following systems embedded within:

- a. Mechanical lock
- b. Master to mechanically open any lock
- c. GPS capabilities for continuous tracking
- d. Notifications for opening and closing
- e. Warning for untimely opening and closing
- f. Warning for deviation from the delivery schedule and delivery path
- g. Dashboard facilities for monitoring of the entire operations
- h. Provision to send alerts/ notification

4(I) SOW - PHOTOGRAPH QUALITY CHECK

RailTel is keen to implement a solution to assess the quality of the application photographs submitted by the applicants. Therefore, at the application form stage itself, agency should identify candidate who are not adhering to RailTel prescribed photograph standards. RailTel wants to assess uploaded photograph quality (blur, exposure and noise), recent age photo, gender in photograph matches with the candidate gender, occlusion of any kind, human photograph, single person in the photograph, and face area should be as per standard.

- a. The results of the above should be provided within 1 week after sharing of data by RailTel.
- b. The accuracy for all the components of the solution should be more than 90%.
- c. The confidentiality of data is very important and therefore, it would be the responsibility of the agency to maintain data security of highest standards.

4(J) SOW - PHOTOGRAPH COMPARISON

RailTel will provide agency photographs of previous year's same exam successful candidates and which should be compared with the current year candidate photographs to identify similar candidates. Each previous year successful candidate photograph would be matched with current year candidate application photograph. Subsequently the photographs of the candidates appearing in each shifts will be matched with photographs of candidate appearing in all previous shifts. (i.e. 1 is to N comparison).

- a. The results of the above should be provided within 1 week after sharing of data by RailTel.

- b. The accuracy for all the components of the solution should be more than 90%.
- c. The confidentiality of data is very important and therefore, it would be the responsibility of the agency to maintain data security of highest standards.

4(K) SOW – BAGGAGE MANAGEMENT

Baggage Management entails:

- i. To manage all the baggages / wallets/ any other material in secured pouches. All material need to be properly kept in front of candidate and a token/receipt issued in lieu thereof.
- ii. No baggage/ any other material to be allowed inside examination centre except hall ticket, pen, pencil.
- iii. In every center, at least 1 staff on every 120 candidates has to be deployed.
- iv. The Bidder should have adequate infrastructure for providing services for manpower at all Examination venues.
- v. The Bidder shall be informed well in advance about the exam centers and number of candidates.
- vi. The Bidder is advised to visit all the centers well in advance of the examination date to get acquainted with the available facilities at the center

4(L) SOW - BODY WORN CAMERA FOR INVIGILATORS

- i. Installation of Body Worn Camera for invigilators- the Bidder should provide 1 Body Worn Camera with live audio visual recording and the body camera should record the examination of all the session and the bidder should give the recordings Marking specifically session wise, Room wise, data in external Hard Disk. For each examination separately.
- ii. Body Worn Camera should have sufficient pixel quality with Zoom Function and stereo recording of audio with High Resolution Video sufficient Power & Memory Backup.
- iii. Body Worn Camera should have following features. Angle of View 130 Degree, H.264 and MJPEG dual-stream encoding, 2MP High Definition Recording, Support Color Recording in Night Mode, Support External Camera, LCD: 2.0" Display, Built-in Shake Motor, auxiliary operation reminding. IP65, Battery 1700 mah, Resolution, Support 1080P@30fps/25fps) 720P@30fps/25 fps), IR Distance Up to 10 Meters.

DETAILED SCOPE OF WORK- 10th and 12th BOARD EXAMINATION

4(M1) SOW - LIVE CCTV SURVEILLANCE DURING 10th & 12th BOARD EXAMINATIONS

- i. Installation of CCTV Color cameras should be made at least one day in advance from the scheduled date of examination and/or in such a way that the CCTV are required to be functional for one hour before the scheduled time of commencement of the examination and 0.5 hour after the completion of the examination.
- ii. To organize and provide required manpower to install the CCTV devices at the Centers.
- iii. CCTV feed data should travel through secured VPN Tunnel and one copy should be maintained at Cloud based storage.

- iv. Cameras should be connected to Internet and Service Provider has to ensure that at least 90% live camera feed is made available at HQ control room at all times during the entire duration of examination.
- v. During the period of examination, CCTV facility shall not be interrupted due to any technical fault, etc., and the Service Provider shall take due care of functioning of CCTV with adequate backup of CCTV during the conduct of examination and as per the time period mentioned in the Work Order of respective assignments.
- vi. Power arrangement would come under the scope the RailTel/its Customer. In addition to this, Service Provider has to arrange 15 minutes backup at each exam centre for their CCTV infrastructure.
- vii. The hardware required for the job shall be procured and maintained by the Service Provider and Training/ sensitization of staff deployed at the examination Centres shall be imparted by the Service Provider.
- viii. Internet and other arrangements on every Exam center would be in the scope of Service Provider.
- ix. Service Provider should have adequate number of Color CCTV cameras available (as backup) in case of emergency.
- x. The recorded videos shall be handed over to the authority of the Board in external hard disks within 30 days from the date of last examination. In case of immediate requirement, the vender will have to provide video footage of a centre, of a day or days immediately.
- xi. Installation and commissioning of CCTV at every Examination center at the time of examination conducted by RailTel/its Customer, as per requirement on turnkey basis for close observation of activities of the candidates.
- xii. Service Provider has to install CCTV camera as directed by RailTel/its Customer at the time of giving Work order.

4(M2) SOW - CCTV RECORDING DURING 10th and 12th BOARD EXAMINATIONS

- i. It includes installation of CCTV cameras along with the requisite hardware and software for the CCTV surveillance system at the designated location i.e., Exam Centres/Nodal Centres
- ii. The supplier should provide turn-key solution for the entire site.
- iii. The DVR shall be connected to the display unit of the examination centre.
- iv. All the cameras installed in the centre shall be connected to the DVR for uninterrupted recording of videos. The DVR will be placed in the centres, in the room of Centre superintendent or any room selected by him.
- v. Installation will be made at multiple examination centres located throughout the state.
- vi. The recorded videos shall be handed over to the authority of the Board in external hard disks within 30 days from the date of last examination. In case of immediate requirement, the vender will have to provide video footage of a centre, of a day or days immediately.
- vii. The format of video must be easy and should be played in VLC Media Player/ Window Media Player with clear vision.
- viii. The External hard disk shall contain video folder of individual centre. Videos shall be arranged date wise, Camera wise. Video footage of exam hall shall be from 30 minutes before start of exam till 15 minutes after the exam gets over but the strong room camera video footage shall be continuous and uninterrupted from starting of exam day till the completion of examinations.
- ix. Installation period will be communicated by RailTel/its customer at the time of giving work order.

4(M3) SOW - ARTIFICIAL INTELLIGENCE BASED LIVE CCTV SURVEILLANCE AT STRONG ROOMS DURING 10th and 12th BOARD EXAMINATIONS

RailTel is keen to implement Artificial Intelligence based Live CCTV surveillance system to monitor Strong rooms made strictly for the purpose of storing of Question papers.

- i. Installation of up to 2-3 nos. of CCTV, DVR/NVR, adequate HDD storage, UPS backup of 15 minutes, dedicated Internet bandwidth, Public IP(s) & its accessories at each Strong room on rental basis.
- ii. Artificial Intelligence based CCTV Video Analytics platform on SAAS model. The platform should actively monitor CCTV camera feeds and Violation events through Integrated command control centre (ICCC) setup at RailTel/its Customer HQ. The solution should highlight the following:
 - a. Movement detected in Strong room
 - b. Movement at entry and exit gate of Strong room
 - c. Two or more people in close proximity inside Strong room
 - d. Intrusion detection: Intrusion alerts based on Intruders within a defined perimeter (Region of interest)
 - e. List of cameras which are completely offline or not available for analysis for certain duration
- iii. On identification of any type of violation, an Alarm should be raised at the Integrated Command Control centre situated at RailTel/its Customer HQ.
- iv. The confidentiality of data is very important and therefore, it would be the responsibility of the Service Provider to maintain data security of highest standards.
- v. The list of cameras to be installed by Service Provider and related details along with Locations would be made available 2 weeks before the commencement of CCTV monitoring activity.
- vi. Power arrangement at each site will be made available by RailTel/its Customer.
- vii. The Service Provider should provide access to a dashboard with real time updates to violations

DETAILED SCOPE OF WORK – CBT INFRASTRUCTURE FOR EXAM VENUES

4(N) SOW – Creation of CBT Exam centre nodes in PAN India excluding Space

Supply and Creation a State-of-the-Art CBT Exam Center along with required ICT Infrastructure at Exam Center including (where Space or Space rent will be borne by RailTel's end customer)

- Fully Functional Computer Nodes for conducting CBT Examination
- IP CCTV System with Local Command Control Center
- Biometric Tablet Devices (Fingerprint/ Iris/ Face Recognition)
- Frisking using HHMD
- IT Server Infrastructure & Racks
- Local Data Center
- Network cabling including LAN
- UPS & Battery
- Internet Connectivity
- Power Backup & DG
- Air Conditioning
- Communication Devices: Intercom, WAN, Public Address System
- Printers, Scanners, Photocopiers etc.
- Furniture including Table, Chair etc.
- Storage Almirah for Baggage Management

- Electrical Fan, LED Lighting, Wiring and Electrification Work
- Large size Flex Banners, A4 size Posters, Standees, Queue Manager
- Civil Work required within the test center
- All required infrastructure, Centre management Manpower and Electricity expense has to be borne by the Empaneled Agency

4(O) SOW – Creation of CBT Exam centre nodes in PAN India including Space

Supply and Creation of a State-of-the-Art CBT Exam Center along with required ICT Infrastructure along with Exam Center Space including:

- Fully Functional Computer Nodes for conducting CBT Examination
- IP CCTV System with Local Command Control Center
- Biometric Tablet Devices (Fingerprint/ Iris/ Face Recognition)
- Frisking using HHMD
- IT Server Infrastructure & Racks
- Local Data Center
- Network cabling including LAN
- UPS & Battery
- Internet Connectivity
- Power Backup & DG
- Air Conditioning
- Communication Devices: Intercom, WAN, Public Address System
- Printers, Scanners, Photocopiers etc.
- Furniture including Table, Chair etc.
- Storage Almirah for Baggage Management
- Electrical Fan, LED Lighting, Wiring and Electrification Work
- Large size Flex Banners, A4 size Posters, Standees, Queue Manager
- Civil Work required within the test center
- All required infrastructure, Centre management Manpower and Electricity expense has to be borne by the Empaneled Agency

DETAILED SCOPE OF WORK - CUSTOMIZED SERVICE REQUIREMENTS

4(P) SOW – FINGERPRINT SCANNER DEVICE ON RENTAL BASIS

Supply of Fingerprint Scanner Device (UIDAI & STQC APPROVED) on Rental Basis

4(Q) SOW – TABLET DEVICE ON RENTAL BASIS

Supply of TABLET (Wi-Fi Only) on Rental Basis

4(R) SOW – TABLET DEVICE ON RENTAL BASIS

- Providing Biometric Software for authentication
- Establishment of 24*7 technical call centre
- Virtual Training of Master trainers

4(S) SOW – TABLET DEVICE ON RENTAL BASIS

Dashboard/Portal Customization for HRMS and Aadhar mapping report generation

Section-II

Chapter 5 OFFER LETTER

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

1. I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of 90 days from the date of submission and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to provide services at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of “.....” as required by end customer on short notice. I/We also hereby agree to abide by the Various Conditions of Contract and to provide the services according to the Scope of Work laid down by RailTel.

2. A sum of **Rs 10 Lakhs through e-nivida Portal** herewith submitted as “Earnest Money”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within **30 days** after issue of Selection Letter.

SIGNATURE OF SERVICE PROVIDER (S)

Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

1.

2.

Chapter-6 INSTRUCTIONS TO THE TENDERERS

For E-Tendering bids /information by bidders is to be submitted “Online” on e-Procurement Portal <https://railtel.enivida.com>. Any document / information pertaining to this chapter will have to be submitted by the bidder on line. The digital signature of the tenderer on the e-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the documents, unless special deviation is quoted by the tenderer in the technical & commercial deviation templates.

PLEASE NOTE

ALL COLUMNS SHOULD BE FILLED AND BLANK COLUMNS, IF ANY, SHOULD BE MARKED AS NIL.

PLEASE READ CAREFULLY THE SCHEDULE OF REQUIREMENTS, INSTRUCTIONS TO THE TENDERERS, GENERAL & SPECIAL TENDER CONDITIONS, STANDARD CONDITIONS OF CONTRACT AND TECHNICAL SPECIFICATIONS OF SCHEDULE OF REQUIREMENTS BEFORE uploading THE TENDER FORM. PLEASE SIGN ON EACH PAGE.

THE TENDERER MAY DOWNLOAD TENDER FORM FROM THE WEB SITE ‘www.railtelindia.com’ OR FROM THE e-Procurement Portal <https://railtel.enivida.com>,

NOTE: For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from e-Procurement Portal <https://railtel.enivida.com>, and this should be done well before the deadline for bid-submission.

The Tender document consists of the following:-

Notice Inviting Tender

Section ‘I’ (Variable)

- Chapter 1 Schedule of Requirements (Price Schedule)
- Chapter 2 Bid Data Sheet
- Chapter 3 Special Tender Conditions
- Chapter 4 Technical Specifications

Section ‘II’ (Fixed)

- Chapter 5 Offer Letter
- Chapter 6 Instructions to the Tenderer
- Chapter 7 General Tender Conditions
- Chapter 8 Standard Conditions of Contract
- Chapter 9 Proforma for Required Forms / Undertaking
- Chapter 10 Check List

6.1 Offer Letter:

- 6.1.1 The bidder shall complete the Offer Letter (Chapter-5) and the Price Schedule (Chapter-1) furnished in the bid document.

6.1.2 Bidders should enclose their credentials for providing similar services to Government/PSUs/exam conducting bodies/State organizations etc.

6.2 Instructions for Tender Document to the tenderer

The RailTel Tenders are published on www.railtelindia.com and on e-Procurement Portal <https://railtel.enivida.com>.

NOTE: For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from e-Procurement Portal <https://railtel.enivida.com>, and this should be done well before the deadline for bid-submission.

6.3 Submission of Offers and Filling of Tender:

This e-tender should be duly submitted online using e-Procurement Portal <https://railtel.enivida.com>.

- a. Offer form, tender schedule and firm's letter head (if used) must be duly signed by the tenderer in each page.
- b. The Tenderer should avoid over writings and corrections. However, if such corrections and over writings become inescapable, these are to be properly and legibly corrected. Offers with correction / over writing should be properly attested by the Tenderer at every correction.
- c. The rates quoted should be written both in words and figures. The unit of rates should be in metric system and as per tendered specification/schedule. In case of difference between words and figures, the rate in words will prevail. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser accordingly.
- d. Tenderers are requested to go through the Standard Conditions, Special Conditions, Instructions to Tenderers, General Conditions carefully and note that, by submitting the tender documents, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).

6.4 Earnest Money Deposit (EMD):

- 6.4.1 The tenderer shall furnish a sum as given in Bid Data Sheet (BDS) Chapter 2 as Earnest Money through e-nivida Portal.
- 6.4.2 The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order and fails to furnish performance bank guarantee (security deposit) against sub PO in accordance with RFP clause.
- 6.4.3 Offers not accompanied with Earnest Money shall be summarily rejected.

- 6.4.4 Earnest Money of the unsuccessful bidder will be discharged / returned as promptly as possible but not later than 30 days after the expiry of the period of offer / bid validity prescribed by the Purchaser.
- 6.4.5 The successful bidder's EMD will remain with RailTel till the validity of empanelment i.e for three years.
- 6.4.6 Earnest Money will bear no interest.

6.5 Security Deposit/Performance Bank Guarantee:

EMD of the successful bidder will remain with RailTel till the validity of empanelment i.e for three years and a PBG equivalent to 10% of the total Sub Purchase Order value in the form of FDR or online transfer or irrevocable Bank Guarantee from any scheduled/nationalized bank within seven working days of issue of Sub Purchase Order 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 Sub PO.

The security deposit/Performance Bank Guarantee shall be released within 15 days of successful completion of the work as per Sub PO/Payment processing, duly adjusting any dues recoverable from the successful tenderer.

Note:

- 1) A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.
- 2) Any performance security upto a value of Rs. 5 Lakhs is to be submitted through FD/online transfer only.
- 3) In case of submission of Performance Security in form of FDR then lien should be created in favor of "RailTel Corporation of India Ltd".

6.6 No Interest on Earnest Money and Performance Security:

No interest shall be paid on the amount of earnest money and Performance Security held by RailTel, at any stage.

6.7 Fax Quotations & Late Tenders:

Fax Tender documents and Late/Delayed tenders will not be considered.

6.8 Attendance of Representatives for Tender Opening:

Representatives of tenderers desirous to attend the tender opening can do soon production of a proper letter of authority from the respective firm, failing which they may not be allowed to

attend the tender opening. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

- i) Complete Tender documents, digitally signed or duly signed & stamped on each page in token of acceptance should be submitted online.

6.9 Rate, Taxes and Duties: -

6.9.1 Tenderers should clearly indicate separately basic price excluding GST, and any other applicable charges/taxes for tendered services.

6.9.2 Tenderers are requested to quote under the following terms: -

The tenderers are required to quote in the same rate units/ Sets etc. as given in the Price schedule. Any deviation in this aspect will make the offer liable to be ignored.

6.9.3 Tenderer should submit firm price offer. Price quoted by the bidder shall remain fixed during the entire period of contract. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.

6.10 The tenderers are to indicate the Income-Tax PAN details and enclose a Photocopy of the same as governed by extant rules of the Government of India.

6.11 Validity: Tenderers are to keep validity of their offer open for a minimum period of 90 Days. Offers with validity period of shorter duration would be taken as non-responsive and rejected.

6.12 Evaluation Criteria:

- i) Rates quoted by the Tenderers with discounts, if any, linked to quantity will not be considered for determining inter-se position of the offers. Discounts with conditions attached to early payment, early Receipt/ Accountable etc., will also not be considered for determining inter-se position of the offers. However, RailTel may avail the discounts linked to quantity, early payment, early receipt/ Accountal etc. if otherwise, firm's offer is found to be acceptable.

- ii) Inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty, CGST, SGST, IGST, GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable.

On reverse charge by RailTel, wherever applicable.

6.13 The Special Tender Conditions, wherever, they differ from General and Standard Conditions will override the later.

6.14 Compliance & Deviation statements:

Compliance statement for acceptance of the Scope of Work (Chapter4) and Instructions & Conditions (Chapter3, Chapter 6, Chapter 7 and Chapter 8) shall be enclosed by the tenderer with the offer along with the other documents in support of relevant clauses.

6.15 Tenderer's Comments:

Any comments which the tenderer desires to make shall take the form of a separate statement in English and giving reference to page, clause or item numbers and shall be submitted along with the tender.

6.16 Tax deducted at Source:

Statutory deduction of taxes would be made as per the prevalent rules. The PAN number may be furnished invariably.

6.17 Addenda / Corrigenda:

Addenda / Corrigenda to the tender documents may be issued by RailTel prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on E-nivida Portal only. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

6.18 Ambiguity:

If there is any ambiguity or doubt as to the meaning of any of the tender clauses/ conditions or if any additional information required, the matter should immediately be referred to RailTel in writing.

6.19 Bid submission & Opening (On Line only)

6.19.1 EMD and cost of tender document should be submitted through E-nivida Portal. Bids without EMD and cost of tender document will be summarily rejected.

6.19.2 The bid should be submitted online with all the required documents and Annexures mentioned in the tender along with supporting documents. All the documents, Annexures and supporting documents should be duly signed and stamped. The bid should consist of following:

1. Power of attorney in favour of the signatory duly authorizing the signatory. Original copy is need to be submitted by the successful bidder before issuance of LOA on non-Judicial stamp paper.
2. Complete Tender documents, digitally signed or duly signed & stamped on each page in token of acceptance should be submitted online.
3. Compliance statement for acceptance of Scope of Work & Instructions and Tender Conditions.
4. Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions).
5. Performance statement including Copies of Purchase Orders & Inspection certificates.

Note: Non submission of the above-mentioned documents may lead to rejection of the bid.

6.19.3 The tenderer's bids will be opened at the time & date of opening of the tender given in Bid Data Sheet (BDS) online in the presence of such Tenderers/Representatives who choose to be present online. The Tenderers/Representatives can also choose to be physically present in the office of RailTel for the Online Public Tender Opening Event.

Chapter 7 General Tender Conditions

7.0 GENERAL TENDER CONDITIONS

7.1 Acceptance of the Offers: -

RailTel is not bound to accept the lowest or any offer and reserves to itself the right to accept any offer in respect of the whole or any portion of the item specified in the tender and contractor shall be required to supply at the rate quoted.

7.2. Quantity to be ordered:

- a) The purchaser shall be at liberty to enhance or reduce the value/quantity mentioned in the Sub PO as indicated in SOR Chapter 2 without assigning any reasons based on requirement. The bidder shall comply with such modifications unconditionally provided these are made before completion of the delivery of services under the Sub PO. Any such change in value/quantity shall have no impact on the rates mentioned in the Sub PO for any such item.
- b) RailTel will enter into Rate Contract with the successful firm/s to whom the contract is awarded for catering of requirement of providing services. During the validity of Rate Contract, RailTel will place Sub Purchase Orders for services detailed in SOR, as per requirement..

The purchaser shall be at liberty to enhance or reduce the quantity mentioned in the tender without assigning any reasons. The supplier shall have to provide services against these Sub Purchase Orders on short notice period and across Pan India s per end customer requirements

- c) RailTel will empanel the agency/agencies to whom the sub PO will be awarded for catering of requirement of end customer. During the validity of empanelment, RailTel will place Sub Purchase Orders for license detailed in SOR, as per requirements of end customers. The total variation under this contract is +/- 30% of the tender value and shall be restricted for the SOR items

7.3 Payment Terms: As per Clause 3.9

7.4 Purchaser's right to accept any Bid and to reject any or all Bids:

The Purchaser reserves the right to accept or reject any bid, to annul the process at any time prior to award of contract and without thereby incurring any liability to the affected bidder or bidders on the grounds of the Purchaser's action.

7.5 Issue of Confirmed Supply Orders:

Corporate Office of RailTel will issue the Purchase Orders within validity period of contract Agreement/Selection Letter.

7.6 Force Majeure Clause:

In the event of either party being rendered unable by force majeure conditions to perform any obligation to be performed by them under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties.

The term force majeure employed herein shall mean Act of God, war (declared or not), storms, floods, tsunami, restraints imposed by Governments, Riots, Strikes, Go Slow, Lock Out or any labour unrest at the works of the contractor (to be substantiated by the contractor with document), civil commotion, fire, accident, sabotage, earthquake or any other natural calamities, plague, quarantine, import or export embargoes, or change in Govt. policies or the like circumstances or any happening affecting the performance by the contractor or its obligations under this contract which, in the opinion of RailTel, the contractor cannot reasonably prevent or control against.

Chapter 8 STANDARD CONDITIONS OF CONTRACT

- 8.0 Definitions and Interpretation.
- 8.0.1 In the Contract, unless the context otherwise requires;
- 8.0.2 "Acceptance of Tender" means the letter of memorandum communicating to the Contractor the acceptance of his tender and includes an advance acceptance of his tender;
- 8.0.3 "Consignee" means where the services are required by the acceptance of tender to be dispatched by rail, road, air or steamer, the person specified in the Acceptance of Tender to whom they are to be delivered at the destination; Where the services are required by the acceptance of tender to be delivered to location prescribed by end customer against each project
- 8.0.4. "Contract" means and includes the invitation to tender, instructions to tenderers, acceptance of tender, Standard Conditions of Contract, Special Conditions of Contract, particulars and the other conditions specified in the acceptance of tender and includes a repeat order and sub PO against separate work orders from end customer of RailTel and responsibility to provision the services at any locations pan India on short notice which has been accepted or acted upon by the contractor and a formal agreement if executed;
- 8.0.5. The "Contractor" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators as the case may be, unless excluded by the terms of the contract;
- 8.0.6. "The Sub-contractor" means the person, firm or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the stores;
- 8.0.7. "Drawing" means the drawing or drawings specified in or annexed to the Schedule or Specifications
- 8.0.8. "Government" means the Central Government or a State Government, as the case may be;
- 8.0.9. "The Inspecting Officer" means the person specified in the contract for the purpose of Inspection of stores or work under the contract and includes his authorized representative;
- 8.0.10. "Material" means anything used in the manufacture or fabrication of the stores
- 8.0.11. "Particulars" include-**
- (a) "Specifications" shall mean all directions, various technical specifications, provisions and requirements attached to the contract, as originally agreed and as modified from time to time by RailTel subject to price adjustments mutatis mutandis which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by RailTel-incharge during the performance of the contract in order to provide for

unforeseen conditions or in the best interest of the work or works. It shall also include the latest edition including all addenda / corrigenda of relevant Bureau of Indian standard specifications and other relevant codes governing a particular activity or facility. The term shall include the specifications specified in the contract in respect of each type of material/goods to be used in the execution of contract.

(b) Drawings

(c) Pattern bearing the seal and signature of the Inspecting Officer (hereinafter called the sealed pattern) which shall include also a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;

(d) Sample sealed by the Purchaser for guidance of the Inspecting Officer (hereinafter called the certified sample) which shall include a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;

(e) Trade pattern, that is to say, a pattern, stores conforming to which are obtainable in the open market and which denotes a standard of the Indian Standard Institute or other standardizing authority or a general standard of the industry:

(f) "Proprietary mark "or "brand" means the mark or brand of a product which is owned by an industrial firm;

(g) Any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract;

8.0.12. " Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.

8.0.13. " The Purchaser "means RailTel Corporation of India Limited with its corporate office Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 acting through Chairman &Managing Director or his authorized officer.

8.0.14. "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof

8.0.15. "Site" means the place specified in the contract at which any work is required to be executed by the contractor under the contract or any other place approved by the Purchaser for the purpose;

8.0.16. "Stores" means the goods specified in the contract which the contractor has agreed to supply under the contract;

8.0.17. "Supply Order" means an order for supply of stores and includes an order for performance of service;

8.0.18. "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting officer;

- 8.0.19. "Unit" and "Quantity" means the unit and quantity specified in the contract;
- 8.0.20. "Engineer / Engineer-in-Charge" Shall mean an executive of RailTel in charge of works and shall include the superior executives of RailTel. He is responsible for ensuring that all fieldworks covered by the contract are carried out in accordance with approved designs, drawings & specifications and conditions of contract as agreed to. "Engineer's Representative" Shall mean the supervisor of RailTel in direct charge of the works.
- 8.0.21. The delivery of the services shall be deemed to take place on delivery of the services in accordance with the locations provided by end customer of RailTel to RailTel
- (a) The consignee at his premises; or
 - (b) Where so provided the interim consignee at his premises, or
 - (c) A carrier or other person named in the contract for the purpose of transmission to the consignee, or
 - (d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- 8.0.22. "RailTel" Means M/s. RailTel Corporation of India Limited, which includes all the subordinate offices in Regions and territories.
- 8.0.23. Deleted
- 8.0.24. "Tenderer" or "Bidder" Means and includes any firm of engineers or Contractors or any company or body, corporate or otherwise, who submits the Tender which has been invited.
- 8.0.25. "Work or Works" Means all or any of the items of the work for which the Tenderer/ Contractor has Tendered/contracted according to the specifications, drawings annexed or to be implied there from, or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings, being in conformity with the original specifications, drawings, Annexure and schedules and also such instructions and drawings additional to the aforementioned as may from time to time be issued by the Purchaser's Engineer during the progress of the contracted work.
- 8.0.26. "Bid" or "Tender" shall mean the proposal/document that the BIDDER submits as his offer with price and conditions in the requested and specified format as detailed in 'Specifications' / 'Tender documents
- 8.0.27. "Purchaser's Engineer" Means the Chairman & Managing Director of RailTel or successor who will decide all matters relating to design, manufacture, installation and commissioning of the plant and equipment at site.
- 8.0.28. "CIP (Carriage & Insurance Paid) Destination" means the date of delivery would be the date on which the delivery is affected at the consignee's end within any of the RailTel's Region.
- 8.0.29. Words in the singular include the plural and vice versa

8.0.30. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not;

8.0.31. The heading of these conditions shall not affect the interpretation or construction thereof;

8.0.32. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended), or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended), as the case may be.

8.1.0 **Parties**-The parties to the contract are the Contractor and the Purchaser, as defined in Clauses 8.0.5 and 8.0.13.

8.1.1. Authority of person signing the Contract on behalf of the Contractor-A person signing the tender or any other document in respect of the Contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorize the making of a purchase of the stores at the risk and cost of such person and hold such person liable to the Purchaser for all costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such purchase. The provisions of Clause 8.6.0 and 8.6.2 shall apply to every such purchase as far as applicable.

8.1.2. Address of the Contractor and notices and communications on behalf of the Purchaser:-

- (a) For all purposes of the contract, including arbitration there under, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Purchaser. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.
- (b) Any communication or notice on behalf of the Purchaser in relation to the contract may be issued to the Contractor by the Purchase Officer and all such communications and notices may be served on the Contractor either by registered posts or under certificate of posting or by ordinary post or by hand delivery at the option of such officer.

8.2.0. **Quotations of rates by Contractors**

- (a) The price quoted by the Contractor shall not be higher than the controlled price fixed by law for the stores or where there is no controlled price, it shall not exceed the prices or contravenes the norms for fixation of prices laid down by Government or where no such prices or norms have been fixed by the Government, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.

In any case, save for special reasons stated in the tender, the price quoted shall not be higher than the lowest price charged by the Contractor for stores of the same nature, class or description to a private purchaser, domestic or foreign as well as Purchaser Governments.

- (b) If the price quoted is higher than the controlled price or where there is no controlled price, the price usually charged by the Contractor from a private Purchaser, domestic or foreign, as well as Purchaser Government for the stores of the same nature, class or description the Contractor will specifically mention this fact in his tender giving reasons for quoting higher price(s). If he fails to do so or makes any mis-statement, it shall be lawful for the Purchaser,
- (i) to revise the price at any stage so as to bring it in conformity with the Sub-clause (a) above or
 - (ii) to terminate the contract and forfeit the Security Deposit.

8.3.0. **Contract.**

8.3.1. This contract is for the empanelment of the agency/agencies for the services mentioned in the SOR and to be delivered to locations as prescribed and required by end customer at state/Pan India level on short notice. The tenderer understands that time is the essence of this empanelment and end customer of RailTel may require services or part of it mentioned in the SOR to be delivered at “N” number of locations across the India along with manpower/hardware/software required to deliver the services. Tenderer also understands that each work against this empanelment will be treated as separate work and bidder/tenderer needs to adhere to the terms and conditions of the each individual customer. .

8.3.2 Any variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract or incorporated in a formal instrument or in exchange of letters and signed by the parties.

8.4.0. **Security Deposit:** As per Clause 6.5

8.5.0. **Time for and Date of Delivery; the Essence of the Contract-**

The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) so specified in the Sub Purchase Order or as per the end customer’s delivery schedule.

8.6.0. **Failure and Termination:** - If the Contractor fails to deliver the services or any instalment thereof within the period fixed for such delivery in the each sub work order as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights: -

(b) Cancel the contract or a portion thereof and forfeit the security deposit or encash performance bank guarantee.

It shall, however, be in the discretion of the Purchaser to collect or not the security deposit from the firm/firms on whom the contract is placed at the risk and expense of the defaulted firm.

8.6.0.1 **Termination for Default**–

The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Tenderer, terminate this contract in whole or in part.

- a) If the tenderer fails to deliver any or all of the services within the time period(s) specified against each Sub PO
- b) If the tenderer fails to perform any other obligation(s) under the empanement; and
- c) If bidder not able to deliver the services as per , the bidder may be barred for participating in the tender for a period of two years besides the above penalties to be imposed. Railtel keeps the right to terminate the contract in case of poor performance of quality and reliability of product supplied.

8.7.0. **Charges for Work Necessary for Completion of the Contract-**

The Contractor shall pay all charges for handling, stamping, painting, marking, protecting or preserving patent rights, drawings, templates, models and gauges and for all such measures as the Purchaser or the Inspecting Officer may deem necessary for the proper completion of the contract, though special provision therefore may not be made in the specification of drawings.

8.8.0. **Responsibility of the Contractor for Executing the Contract.**

8.8.1. Risk in the Services- The Contractor shall perform the work against any sub PO against this empanelment in all respects in accordance with the terms and conditions thereof. The services and every constituent part thereof to provision these services at end customer locations, whether in the possession or control of the Contractor, his agents or servants or a carrier, or in the joint possession of the Contractor, his agents or servants and the Purchaser, his agents or servants, shall remain in every respect at the risk of the Contractor, until their actual delivery to the end customer locations as required by end customer of RailTel at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the contract as interim consignee for the purpose of dispatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause whatsoever during the delivery of services or are in the course of transit from the Contractor to the consignee/RailTel's end customer locations or, as the case may be, interim consignee.

8.8.5. **Subletting and Assignment**- The Contractor shall not, save with the previous consent in writing of the Purchaser, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof any manner whatsoever.

In the event of the Contractor's subletting or assigning this contract or any part thereof without such permission, the Purchaser shall be entitled to cancel the contract and to purchase the stores elsewhere on the Contractor's account and risk and the Contractor shall be liable for any loss or damage which the Purchaser may sustain in consequence or arising out of such purpose.

8.8.6. **Changes in a Firm:-**

- a) Where the Contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser, which may be granted only upon

execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.

- b) On the death or retirement of any partner of the Contractor firm before complete performance of the contract, the Purchaser may, at his option, cancel the contract and in such case the Contractor shall have no claim whatsoever to compensation against the Purchaser.
- c) If the contract is not determined as provided in Sub-clause (b) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Purchaser by registered post acknowledgement due.
- d) **Consequence of breach** - Should a partner in the Contractor firm commit a breach of Sub-clause 8.8. above or the Contractor should commit a breach of the conditions 8.8.6(a) of this Sub-clause, it shall be lawful for the Purchaser to cancel the contract/empanelment and purchase or authorise the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of Clauses 8.5.0 and 8.6.0 as far as applicable shall apply.
- e) The decision of the Purchaser as to any matter or thing concerning or arising out of this sub-clause or on any question whether the Contractor or any partner of the Contractor firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the Contractor.

8.9.0. **Indemnity.**

8.9.1. The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of letters patent, registered designs or trade mark being made against the Purchaser, the Purchaser shall notify the Contractor of the same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

8.9.2. The Contractor shall not be liable for payment of any royalty, license fee or other expenses in respect of or for making use of patents or designs with respect to which he is according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of patent or trade mark for fulfilment of the contract.

8.10.0. **Deleted**

8.11.0 **Deleted**

8.12.0. **Deleted**

8.13.0. **Deleted.**

8.14.0. System of Payment.

8.15.0. Withholding and lien in respect of sums claimed.

8.15.1. Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time-thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Purchaser will be kept withheld or retained as such by the Purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court as prescribed under clause 8.24.3 hereinafter provided, as the case may be, and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as' such to the Contractor.

8.15.2. For the purpose of Clause 8.21.1, where the Contract or is a partnership firm or a limited company, the Purchaser shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be, whether in his individual capacity or otherwise.

8.15.3. Lien in respect of Claims in other Contracts

- (a) Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may withhold or retain by way of lien by the Purchaser or RailTel against any claim of the Purchaser or RailTel in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Purchaser or RailTel.
- (b) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Purchaser or RailTel will be kept withheld or retained as such by the Purchaser or RailTel till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause or by the competent court under Clause 8.24.3 hereinafter provided, as the case maybe, and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

8.16.0. Corrupt Practices

8.16.1. The contractor shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward for doing on for bearing to do or for having done or forborne to do any act in relation to the obtaining execution of the contract or any other contract with the Purchaser or for showing any favour or for bearing to show disfavor to any person in relation to the contract or any other contract with the Purchaser. Any breach of the aforesaid condition by the contractor or any one employed by him or acting on his behalf (whether with or without the Knowledge of the contractor) or the commission of any offence by the contractor or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the contractor and to recover from the contractor the amount of any loss arising from such cancellation in accordance with the provisions of Clauses 8.5.0 and 8.6.0.

8.16.2. Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable there under by the Purchaser from the contractor, shall be decided by the Purchaser, whose decision thereon shall be final and binding on the contractor.

8.17.0. Insolvency and Breach of Contract.

8.17.1. The Purchaser may at any time, by notice in writing summarily determine the contract without compensation to the Contractor in any of the following events, that is to say:

- (a) If the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- (b) If the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
- (c) If the Contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser for any extra expenditure he is thereby put to and Contractor shall, under no circumstances, be entitled to any given on re-purchase.

8.18.0. Laws governing the Contract.

8.18.1. This contract shall be governed by the Laws of India for the time being in force.

- 8.18.2. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
- 8.18.3. **Jurisdiction of courts-** This Courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- 8.18.4. **Marking of stores-** The marking of the stores must comply with the requirements of the laws relating to merchandise marks for the time being in force in India.
- 8.18.5. **Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970:**
- 1) The Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, as modified from time-to-time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the Rules.
 - 2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time-to-time before the commencement of the contract and continue to have a valid license until the completion of the contract. Any failure to fulfil this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the contract.
 - 3) The Contractor shall pay to labour employed by him directly or through Sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor shall, notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the contract including any engaged by his Sub-Contractors in connection with the said contract, as if the labour had been immediately employed by him.
 - 4) In respect of all labour directly or in directly employed in the contract for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
 - 5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Purchaser is obliged to pay any amount of wages to a workman employed by the Contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Purchaser due to the Contractor's failure to fulfil his statutory obligations under the aforesaid Act or the Rules the Purchaser will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Purchaser under Section 20, Sub-section (2) and Section 21, Sub-section (4) of the aforesaid Act, the Purchaser shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the Purchaser to the Contractor whether under the contract or otherwise. The Purchaser shall not be bound to contest any claim made against it under Sub-section (i) of Section 20 and Sub-section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Purchaser full security for all costs for which the Purchaser might become liable in contesting such claim. The decision of the Purchaser regarding the amount

actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

8.19.0. **Headings.**

The headings of conditions hereto shall not affect the construction thereof.

8.20.0 **Settlement of Disputes/ Arbitration**

- 1) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be at New-Delhi.
- 2) All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 3) The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation of India Limited, if the value of claim is up to Rs. 10 lakhs. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the Controversy or disagreement, continue to fulfil their obligation under this Agreement so far as they are reasonably able to do so.

8.21.0. **Deleted**

8.22.0 **Warranty/Guarantee**

- 8.22.1 The supplier shall warrant that material to be supplied shall be new and free from all defects and faults in material, workmanship, manufacture and shall be of the highest grade consistent with the established and generally accepted standards of materials for the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects (with respect to the specification of the material) that may develop subsequently under the conditions provided in the contract under proper use, arising out of faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

- 8.22.2 If it becomes necessary for the contractor to replace or renew any defective hardware of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment/ material so replaced or renewed or until the end of the above-mentioned period, whichever may be later. If any defect is not remedied within a 48 Hrs., the Purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.
- 8.22.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.
- 8.22.4 The Contractor/Seller hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.
- 8.22.5 The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid, for a period as mentioned in BID data sheet after their delivery or after a period as mentioned in BID data sheet from the date of placement in service whichever shall be sooner, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment thereof made by the Purchaser.
- 8.22.6 If during the aforesaid period, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the Seller's risk. If the Contractor/Seller so desires, the rejected goods may be taken over by him or his agents for disposal such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Standard Conditions of Contract relating to the 'rejection of stores' and 'failure' and 'termination' and Clause 8.21 above shall apply.
- 8.22.7 The Contractor/Seller shall, if required, replace the goods or such portion thereof as have been rejected by the Purchaser, free of cost, at the ultimate destination, or at the option of the Purchaser, the Contractor/Seller shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions hereinbefore specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.

8.23.0. Deleted

8.24.0. **Additional Conditions: -**

These (special) conditions wherever they differ from the Invitation to Tender and Instruction to Tenderers override the later.

In addition to those conditions, the following special conditions shall govern the Rate/Running contract and all supply orders placed under it: -

Additional (Special Conditions):

1. **Purpose of Contract:** The contract, which shall be deemed to be a Rate /Running contract is intended for the provision of services against end customer requirement at locations required by end customer. Empaneled agency has to adhere to timelines and locations given by end customer to RailTel..
2. **Period of Contract:** Unless otherwise indicated in the schedule, the period of contract shall be for three years from the date of acceptance of offer with the provision of further extension of maximum of one year as per mutual agreed terms
3. The Purchaser may authorize any officer (who shall hereinafter be called Direct Demanding Officer) at any time during the period of the contract, to place orders, called supply orders direct on the Contractor. The Contractor shall deliver or dispatch the full quantity of the stores so ordered by the Purchaser or the Direct Demanding Officer within the period specified in the contract or as mutually agreed to.
4. **Number or quantity contracted for** – subject as hereinafter mentioned, no guarantee can be given as to the number work orders to be placed during the period of the rate contract which is only in the nature of a standing offer from the Contractor. But the purchaser undertakes to order from the contractor all services as detailed in the contract which he requires to purchase during the period of the contract except that he reserves the right (1) of submitting to competition any supply of services included in the contract, (2) of placing rate contracts simultaneously or at any time during its period with one or more contractors as he may think fit, and (3) of obtaining from any source any services referred to in the contract to meet any emergency if the Purchaser (whose decision shall be final) is satisfied that the contractor is not in a position to supply specific services within the period in which supplies are required.
5. **Minimum/maximum order value** - The value of any single supply order shall not be less than one unit and not more than the estimated quantity subject to provision of the contract with the total variation under this contract +/- 30% of the tender value which shall be restricted for the SOR items.
6. **Delay or default** in services to end customer either in part or in full entitles the Purchaser, in addition to other remedies, not to order any further services on the contractor even up to any value of services indicated in the contract.
7. **Fall Clause:**

- I. The price charged for the services under the contract by the Contractor shall in no event exceed the lowest price at which the contractor sells the Services or offers to sell services of identical description to any person / organizations including the purchaser or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or State Government, as the case may be during the period till the performance of all Supply orders placed during the currency of the Advance Purchase Order/rate contract is completed.

- II. If at any time, during the said period, the contractor reduces the sales price, sells or offers to sell such Services to any person / organization including the purchaser or any Department of central Government or any Department of the State Government or any statutory undertaking of the Central or State Government as the case may be, at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction in sales price to the Purchaser and the price payable under the contract for the Stores supplied after the date of coming into force of such reduction shall stand correspondingly reduced, the above stipulation will, however, not apply to:
 - (a) Export/Deemed Exports by the contractor,
 - (b) Sale of goods such as drugs which have expiry dates, and

- III. The contractor shall furnish the following Certificate to the bill paying officer along with each bill for payment of supplies made against the contract:

“I/We certify that there has been no reduction in sale price of the Stores of description identical to the stores supplied under the contract herein and such stores have not been offered & sold by me/us to any person/organization including the purchase or any Department of Central Government or any Department of State Government or any statutory Undertaking of the Central or State Government as the case may be, up to the date of bill/ the date of completion of supplies against all supply orders placed during the currency of the contract at a price lower than the price charged to the purchaser under the contract except for quantity of Stores categorized under sub-clauses (a), (b), of sub-para II above, details of which are as follows: ”.

Chapter-9 FORMS

Form No-01

Proforma for Performance Bank Guarantee

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

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

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

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

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

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

We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONG WITH THE TENDER DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-.

The paper has to be in the name of the tenderer) **

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

M/s _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____

of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

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.

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.

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

To

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

Dear Sir,

Sub: NIL Deviation Compliance for Tender no.

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

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

Format of Annexure (Deviation Statement)

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

2. All the proposed Hardware and Software to be supplied as per technical specifications mentioned in Chapter-4 of Tender document.
3. We confirm that there is no requirement of any other hardware and software to fulfill requirements as per scope against the RFP. If any additional hardware and software is required to meet in scope requirements, then it would be provided by us at no extra cost to RailTel.

Seal and signature of the bidder

Place:

Date:

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

Manufacturer Authorization Form
(To be provided by OEM of Palm Scanner on their Letter Head)

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

Subject: Issue of the Manufacturer's Authorization Form (MAF)

Reference: Tender Ref. No. _____ dated _____

Sir,

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

We hereby confirm that the offered Palm Scanners are as per the specification mentioned below.

PALM SCANNER TECHNICAL SPECIFICATIONS		Compliance to Technical Specifications
Interface	USB 2.0 or higher	
Power Supply	DC 5.0V / 400mA	
Power Consumption	≤ 0.85 W (standby); ≤ 2.0W (operation)	
Operating Temperature	-10°C ~ 55°C / 14°F ~ 131°F	
Storage Temperature	-20°C ~ 80°C / -4°F ~ 176°F	
Operating Humidity	0-90% RH	
Indicator LED	Red, Green, Blue	
CMOS	1/2.7" HDR CMOS Sensor	
Dynamic Range	83 dB	
Optical Wavelength	850 nm	
Image Type	256 Grayscale Levels	
Image Resolution	480W * 640H	
Default Output Format	MJPEG	
Distortion Rate	≤1%	
Field of View	Horizontal: 37°; Vertical: 48°; Diagonal: 58°	
Maximal Frame Rate	25 fps	
Recognition Distance	15 cm ~ 35 cm / 6 inch ~ 14 inch	
Lighting Environment	Enrollment: <i>Outdoor (sunlight):</i> under 5,000 lux <i>Indoor</i> <i>(Incandescent/</i>	Matching: <i>Outdoor (sunlight):</i> under 20,000 lux <i>Indoor</i> <i>(Incandescent/</i>

	<i>Halogen light):</i> under 2,000 lux	<i>Halogen light):</i> under 10,000 lux	
Authentication Accuracy	FRR = 0.1% when FAR = 0.000001%	FRR = 0.01% when FAR = 0.0000001%	
Identification Accuracy	FRR = 1.8% when FAR = 0.05%	FRR = 0.7% when FAR = 0.001%	
Palm detection time	<50ms		
Template extraction time	<200ms		

Yours faithfully,
For and on behalf of M/s (Name of the manufacturer)
(Authorized Signatory)
Name & Designation: _____
Contact No.: _____
Address: _____
Seal: _____

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

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

Subject: Issue of the Manufacturer's Authorization Form (MAF)

Reference: Tender Ref. No. _____ dated _____

Sir,

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

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

1. OEM of CCTV should be CMMI Level 5, ISO 9001, ISO 14001, ISO 27001, ISO 45001 Certified
2. Full time ONVIF member
3. UL and GDPR compliant (Certificate to be attached)
4. Registered in India since last 10 years as on day of bidding with manufacturing in India since last 5 years.

Yours faithfully,

For and on behalf of M/s (Name of the manufacturer)
(Authorized Signatory)

Name & Designation: _____

Contact No.: _____

Address: _____

Seal: _____

Chapter 10

CHECK LIST (To be filled up & uploaded)

SN	Item/Clause of Tender Document	Submitted / Complied or Not	Page No./ ref No. of Offer
1	Signed Copy of Tender Document / Corrigenda		
2	EMD & Cost of Tender document		
3	Offer Letter duly signed by authorized signatory (Chapter -5 of Tender Document)		
4	Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions.		
5	Eligibility Criteria for Bidder as per Clause 3.3.1. of Chapter-3.		
6	Form No. 1: Performa for Performance Bank Guarantee		
7	Form No. 2: Performa for Affidavit to be submitted by tenderer		
8	Form No. 3: Format for Power of Attorney		
9	Form No. 4: Performa for Nil Deviation		
10	Form No. 5: Manufacturer Authorization Form		
11	Form No. 6: Manufacturer Authorization Form		
Document uploaded along with Financial Bid/Price Bid Only.			
1	Price Bid for Schedule of Requirements as per Chapter-2		

SN	Have you submitted the following documents?	Submitted /complied or Not	Page No./ ref No. of Offer
1	Cost of tender document.		
2	Power of Attorney.		
3	Downloaded tender document digitally signed.		
4	Earnest money amounting Rs -----/- as per RFP clause.		
5	Performance statement including Copies of Purchase Orders.		
6	Compliance statement for acceptance of Scope of Work (Chapter 4) & Instructions and Tender Conditions (Chapter 3, 6, 7, 8).		
7	Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions.		

Integrity Pact

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

And

....., hereinafter referred to as “The Bidder/ Contractor”

Preamble

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

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.

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.

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 Annex-"B".

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.

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”.

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

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.

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.

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.

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 it's provision.
8. Issues like warranty/guarantee etc. should be outside the purview of IEMs.

(For & on behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place _____

Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

END OF THE DOCUMENT