

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

Registered & Corporate Office:

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

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI No. : RCIL/EOI/CO/ITP/2022-23/ INFRA SERVICES /02 dated 09.05.2022

Selection of Partner For

**“SETTING UP OF ICT INFRASTRUCTURE FOR INTEGRATED CONTROL ROOM FOR
EMERGENCY RESPONSE (ICR-ER) AT MHA, NEW DELHI”**

Disclaimer

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

EOI NOTICE

RailTel Corporation of India Limited Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East KidwaiNagar, New Delhi-110023

EOI No: **RCIL/EOI/CO/ITP/2022-23/ INFRA SERVICES /02**

dated 09.05.2022

RailTel Corporation of India Ltd., (here after referred to as RailTel) invites EOIs from RailTel's Empaneled Partners for the selection of suitable agency for "SETTING UP OF ICT INFRASTRUCTURE FOR INTEGRATED CONTROL ROOM FOR EMERGENCY RESPONSE (ICR-ER) AT MHA, NEW DELHI".

The details are as under:

1	Last date for submission of EOIs by bidders	11.05.2022 before 15:00Hrs.
2	Opening of bidder EOIs	11.05.2022 at 15:30Hrs.
3	Earnest Money Deposit (EMD)	Rs. 77 Lakh
4	Number of copies to be submitted for scope of work	01 in Hard Copy

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

Contact: Naresh Kumar

Position: DGM/IT

Email: naresh.kumar@railtelindia.com Telephone:

+91124 2714000 Ext 2222

NOTE:

- I. All firms are required to submit duly signed and stamped hard copy of their EOI response documents.**
- II. The EOI response is invited from eligible Empaneled Partners of RailTel only. However, consortium is permitted in terms of conditions mentioned in the EOI.**
- III. MSME firms are exempted from EMD fee submission, refer to clause number 13.7**

1. RailTel Corporation of India Limited–Introduction

RailTel Corporation of India Limited (RCIL), an ISO-9001:2000 organization is a Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Regional General Managers and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

Licenses & Services

Presently, RailTel holds IP-1, NLD and ISP (Class-A) licenses under which the following services are being offered to various customers:

CARRIER SERVICES

1. National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
2. Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
3. Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
4. Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

ENTERPRISE SERVICES

1. Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
2. MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 64 Kbps to nx64 Kbps, 2 Mbps & above
3. Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2mbps to 155mbps

RETAIL SERVICES

RailWire: RailWire is the retail broadband service of RailTel. RailWire is a collaborative public private local entrepreneur (PPLE) model providing broadband services by leveraging the eco system available with different partners like RailTel, Access Network Provider, Aggregation Network Provider (AGNP)

and Managed Service Provider (MSP) to offer high speed & cost-effective broadband to end customers. The model uses RailTel's nationwide Core fiber Backbone Network, Access Network available with Local entrepreneurs, FTTH Infrastructure providers etc. and Managed Service Partners/Application Service Providers having IT & management capabilities. The model has been tested for several years now with about 4 lakh+ home broadband users along with 5200+ local access network partners. It is noteworthy that this approach whereby about 54% of the revenue is ploughed back into the local community not only serves the underserved but also creates livelihoods and jobs in the local communities.

2. Objective of EOI

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

In this regard, RailTel intends to participate in the tender floated by NATIONAL INFORMATICS CENTER SERVICES Inc. (hereafter referred to as 'NICS') and accordingly seeks to select a suitable partner (SELECTED FIRM) for pre-bid arrangement. The details of pertinent tender are as below :

Tender Title : SETTING UP OF ICT INFRASTRUCTURE FOR INTEGRATED
CONTROL ROOM FOR EMERGENCY RESPONSE (ICR-ER) AT MHA, NEW DELHI

RFP Ref No : RFP-ICR-ER

RFP Document Availability (including corrigenda) : "<https://www.nicsi.in>"

Note : Interested partners are strongly advised to refer the pertinent RFP documents, corrigenda or any other document published by NICS in this regard at the link mentioned above or as mentioned by NICS. Interested partners have to search on their own, all the relevant information / documents published by NICS on the e-tender portal mentioned above / NICS's website, for the pertinent tender of NICS.

3. Broad Scope of Work

The Ministry of Home Affairs (MHA) proposes to establish an Integrated Control Room for Emergency Response (ICR-ER) in the national capital for handling natural disasters and emergency situations with situational awareness and strategic level monitoring. The comprehensive backend and control room infrastructure will primarily be located at NDCC II Towers, Jai Singh Marg, New Delhi with an additional control room infrastructure in North Block, that serves as a front office to ICR-ER.

The computer systems infrastructure forms the major component in the planned ICR-ER. It is based on the state-of-the-art in IT (Information Technology) and comprises of servers, network mass storage, hyper converged system, perimeter WAN links, multi-layered security, 10G LAN network, archival object

storage, data protection/ tape library backup, and system/ management software. In addition to ISP links for Internet connectivity, leased lines are also envisaged to connect NDCC-II Building with North Block and NRSC Shadnagar Data Centre.

Detailed Scope of work is provided in NICSI's RFP documents under clause number 5.

4. Language of Proposals

The proposal and all correspondence and documents shall be written in English. The hardcopy version will be considered as the official proposal.

5. Proposal Preparation and Submission

The Applicant is responsible for all costs incurred in connection with participation in this EOI process, including, but not limited to, cost incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/presentations, preparation of proposal, in providing any additional information required by RCIL to facilitate the evaluation process or all such activities related to the EOI response process. RCIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6. Bidding Document

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

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

7. Qualification for Participation

S No.	Particulars	Eligibility Criteria for Tender Package (Mandatory Compliance & Document Submission)
A)	Financial Conditions	
i)	Sole partner/all consortium members should be registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 3 years of operations in India as on bid submission date.	1. Certificate of Incorporation 2. GST Registration 3. PAN Card
ii)	Sole partner/consortium must have minimum cumulative turnover of Rs 115 Cr. during the last three financial years (i.e FY 2021-22, 2020-21 and 2019-20).	Turnover Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI
iii)	Sole partner/consortium must have positive net worth during the last three financial years (i.e FY 2021-22, 2020-21 and 2019-20).	Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI
B)	Technical Conditions	
iv)	The sole partner/consortium must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which EOI is invited: Three order/contracts for implementation of ICT project of value INR 23.10 Cr (each) in Governments / Financial Institutions/ Telecom/ IT companies in India or Two order/contracts for implementation of ICT project of value INR 30.80 Cr (each) in Governments / Financial Institutions/ Telecom/ IT companies in India or One order/contract for implementation of ICT project of value INR 46.20 Cr in Governments / Financial Institutions/ Telecom/ IT companies in India	Documentary evidence such as Customer's purchase orders/ work orders of completed / ongoing project from Customer mentioning the completed value of the project. Note: (i) In case of NDA signed with customer, certification from CA shall be required to be submitted against project completion. (ii) In case of ongoing project that value of completed work shall be considered as project value.
v)	The Bidder should not be black listed during last three years by any State / Central Government / PSU / Autonomous Body as on the last date of EOI submission	Self-certification duly signed by authorized signatory on company letter head.

vi)	There should not be any ongoing or past, arbitration case(s) between RCIL and Applicant on the last date of submission of EOI	Self-certification duly signed by authorized signatory on company letter head.
vii)	The Bidder must have on its roll at least 75 technically qualified professionals in providing the /IT Infrastructure maintenance services as on bid submission date.	Self-certification duly signed by HR authorized signatory on company letter head.
viii)	Additional Documents to be Submitted	Technical Proposal with overview of the project with strength of the Partner.
C)	Annexures	
ix)	Annexure 1	Covering Letter: Self-certification duly signed by authorized signatory on company letter head.
x)	Annexure 2	The Bidder should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted. Self-certification duly signed by authorized signatory on company letter head.
D)	Schedule of Rates (financial quote)	As per SOR Clause number 39

8. Evaluation criteria

The firm meeting eligibility criteria and lowest financial quote will be selected for pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer. If required, the L1 bidder may be called for negotiation. A Tender Committee would be carrying out the evaluations. RCIL shall evaluate the responses to this EOI and scrutinize the supporting documents / documentary evidence / technical compliance. Inability to submit the requisite supporting documents / documentary evidence/ technical compliance, may lead to rejection. The decision of RCIL in the evaluation of EOI responses shall be final. During the EOI response evaluation, RCIL reserves the right to reject any or all the EOI responses.

9. Bidding Process

The bidder needs to submit the bid in sealed, signed and stamped envelope clearly mentioning of EOI number, EOI name, addressed to the EOI inviting officer as well as Bidding Agency Name and Contact person.

1. Annexure – I Covering Letter
2. Annexure - II
3. Self-Declaration of Non-Blacklisting as per Clause 7
4. Self-Declaration of No past / ongoing arbitration with RCIL as per Clause 7
5. Format for Providing Bidder's Information – Clause 37
6. Documents / Certificates related to "Qualification for participation" as per clause number-7

7. Signed and Stamped EOI Document
8. RailTel's Empanelment letter, PBG copy, GST and PAN documents
9. EMD or MSME certificate in case of exemption
10. Technical Solution
11. Duly filled Financial SOR as per clause number 39
12. Deviation statement if any as per clause number 38.
13. Any other relevant documents

10. Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of 180 days from the date of issue of PO by RCIL's Customer. The prices in the bid document to be expressed in INR only.

11. RCIL's Right to Accept/Reject Bids

RCIL reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

12. Security Deposit / Performance Bank Guarantee (PBG)

- 12.1. Successful bidder has to furnish security deposit in the form of Performance Bank guarantee @ 10 % of issued PO/ LOA value, the same should be submitted within 30 days of issue of LOA/PO, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. This PBG should be from a Scheduled Bank and should cover warranty period plus three months for lodging the claim. The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.
- 12.2. The Performa for PBG is given in Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately.
- 12.3. The security deposit/PBG shall be submitted to Corporate Office & will bear no interest.
- 12.4. 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 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.
- 12.5. The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract, duly adjusting any dues recoverable from the successful tenderer. Security Deposit in the form of DD/Pay Order should be submitted in the favour of "RailTel Corporation of India Limited" payable at New Delhi Only.
- 12.6. Any performance security upto a value of Rs. 5 Lakhs is to be submitted through DD/Pay order / online transfer only.

- 12.7. **In case bidder doesn't meet timelines as per EOI, their PBG will be forfeited and bidder will be blacklisted by RailTel for atleast 3 years.**

13. Bid Earnest Money (EMD)

- 13.1. The tenderer shall furnish a sum as given in EOI Notice as Earnest Money in the form of Demand Draft from any scheduled bank in India in favour of "RailTel Corporation of India Limited" payable at Delhi which should remain valid for 45 days beyond the bid opening date.
- 13.2. 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 Letter of Acceptance (LOA) and fails to furnish performance bank guarantee (security deposit) in accordance with clause 6.
- 13.3. Offers not accompanied with valid Earnest Money shall be summarily rejected.
- 13.4. 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.
- 13.5. The successful bidder's EMD will be discharged after the first payment to selected bidder and after deduction of Security deposit amount as per clause 15.
- 13.6. Earnest Money will bear no interest.
- 13.7. For Micro and Small Enterprises (MSEs)
 - 13.7.1. Certain benefits/preferential treatment shall be extended to the registered MSEs as per guidelines issued in the latest notification of Ministry of MSME/ Government of India.
 - 13.7.2. MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME.
 - 13.7.3. The MSEs must also indicate the terminal validity date of their registration
 - 13.7.4. Failing 13.7.2 and 13.7.3 above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.

14. Deadline for Submission of Bids

Bids must be submitted to RCIL at the address specified in the EOI document not later than the specified date and time mentioned. If the specified date of submission of bids being declared a holiday for RCIL, the bids will be received up to the specified time in the next working day.

15. Late Bids

Any bid received by RCIL after the deadline for submission of bids will be rejected and/or returned unopened to the bidder.

16. Modification and/or Withdrawal of Bids

Bids once submitted will be treated as final and no modification will be permitted. No correspondence in this regard will be entertained. No bidder shall be allowed to withdraw the bid after the deadline for submission of bids. In case of the successful bidder, he will not be allowed to withdraw or back out from the bid commitments. The bid earnest money in such eventuality shall be forfeited and all

interests/claims of such bidder shall be deemed as foreclosed.

17. Details of Financial bid

- 17.1 The financial bid should clearly bring out the cost of the work with detailed break-up of taxes.
- 17.2 The financial bid must be submitted as per Proforma under clause No. 29 “Annexure A – Cover Letter and Schedule of Rates”

18. Clarification of Bids

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

19. Variation in Contract

+/-25% variation may be operated on SOR during the period of Project Schedule with the approval of competent authority with similar terms and procedure as specified in the agreement.

20. Duration of the Contract Period

The contract duration shall be same as of NICS I’s contract duration with RailTel until otherwise terminated earlier. Indicative contract duration is 03 years, unless otherwise terminated earlier, as mentioned in this EOI document and subject to successful participation of RailTel in the pertinent NICS I’s RFP. The contract duration can be renewed / extended by RailTel at its discern, in case NICS I extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by NICS I to RailTel.

21. Restrictions on ‘Transfer of Agreement’

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

22. Suspension, Revocation or Termination of Contract / Agreement

- 22.1. RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the SELECTED FIRM shall be payable by RailTel.
- 22.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of

agreements, by a written notice of Three (03) month issued to the SELECTED FIRM, terminate/or suspend the contract / agreement under any of the following circumstances:

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

23. Dispute Settlement

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

23.3. All arbitration proceedings shall be conducted in English.

24. Governing Laws

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

25. Statutory Compliance

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

26. Updation of Labour Data on Indian Railway's Shramik Kalyan Portal

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:

- (a) Contractor shall apply for one-time registration of his company/firm etc. in the Shramik Kalyan 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.
- (b) 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.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA)/Contract Agreements on Shramik Kalyan 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.
- (d) 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 Shramik Kalyan portal on monthly

basis.

- (e) 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.

26.1 While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till _____Month, _____Year."

27. Severability

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

28. Force Majeure

- 28.1. If during the contract period, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.
- 28.2. In the event of a Force Majeure, the affected party will be excused from performance during the existence of the force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this contract. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

29. Indemnity

The SELECTED FIRM agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified party may become subject,

in so far as such losses directly arise out of, in any way relate to, or result from :

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

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

30. Limitation of Liability towards RailTel

30.1. The SELECTED FIRM liability under the contract shall be determined as per the Law in force for the time being. The SELECTED FIRM shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the SELECTED FIRM and its employees (*direct or indirect*), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of SELECTED FIRM or his agents or any person / persons claiming through under said SELECTED FIRM, However, such liability of the SELECTED FIRM shall not exceed the total value of the contract.

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

31. Confidentiality cum Non-disclosure

31.1. The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution

of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.

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

32. Assignment

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

33. Insurance

The SELECTED FIRM agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software etc..

34. Exit Management

- 34.1. Exit Management Purpose

- a) This clause sets out the provision, which will apply during Exit Management period. The parties shall ensure that their respective associated entities carry out their respective obligation set out in this Exit Management Clause.
 - b) The exit management period starts, in case of expiry of contract, at least 03 months prior to the date when the contract comes to an end or in case of termination contract, on the date when the notice of termination is sent to the SELECTED FIRM. The exit management period ends on the date agreed upon by RailTel or Three (03) months after the beginning of the exit management period, whichever is earlier.
- 34.2. Confidential Information, Security and Data : SELECTED FIRM will promptly, on the commencement of the exit management period, supply to RailTel or its nominated agencies the following (*if asked by RailTel in writing*) :
- a) Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code (*if any*) ; any other data and confidential information created as part of or is related to this contract;
 - b) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to RailTel or its nominated agencies, or its replacing vendor (as the case may be).
- 34.3 Employees : Promptly on reasonable request at any time during the exit management period, the SELECTED FIRM shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide RailTel a list of all employees (with job titles and communication address), dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the SELECTED FIRM, RailTel or the replacing vendor may make an offer of contract for services to such employees of the SELECTED FIRM and the SELECTED FIRM shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.
- 34.4. Rights of Access to Information : Besides during the contract period, during the exit management period also, if asked by RailTel in writing, the SELECTED FIRM shall be obliged to provide an access of information to RailTel and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / software / active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other related material.
- Note** : RailTel at its sole discern may not enforce any or all clauses / sub-clauses under the 'Exit Management' clause due to administrative convenience or any other reasons as deemed fit by RailTel.

35. Waiver

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

36. Changes in Contract Agreement

No modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by the both SELECTED FIRM and RailTel.

37. Bidder's Information

Company Name:	
Type of RCIL Business Partner	
Status of Applicant (Partnership, Company etc.)	
Number of Years of Experience	
Number of office locations in India (Provide details)	
Number of office locations globally (Provide details)	
Number of employees in India and global	
Total revenue from sales in India (for last 3 financial years)	FY (2019-20):
	FY (2020-21):
	FY (2021-22):

CONTACT DETAILS:			
First Name		Last Name	
Designation			
Address for correspondence			
Contact Number (Office Landline)			
Mobile Number			
Official Email ID			
GSTN No			
PAN No			

Bank Account No	
IFSC Code	
Registered Address of Company	

38. Format for statement of Deviation

The following are the particulars of deviations from the requirements of the Instructions to bidders:

SN	CLAUSE	DEVIATION	REMARKS (Including Justification)

Note: In case of no deviation, bidder shall fill up above format with NIL deviation and submit along with Bid document.

39. Schedule of Rates (SOR)

BILL OF QUANTITY CUM PRICE BID

SUPPLY INSTALLTION TESTING AND COMMISSIONING OF ICT PRODUCTS WITH 3 YEARS WARRANTY(CAPEX) - A							
SN	Description	Unit	Qty (A)	Rate (B)	Amount C=(AXB)	GST (D)	Total (C+D)
1	Rack server	Nos	34				
2	Fault tolerant (FT) server/Solution	Nos	2				
3	Hyper Converged Infrastructure (HCI)	Nos	2				
4	600 TB Unified Storage system	Nos	2				

5	100TB All-flash Unified Storage system	Nos	2				
6	80TB Hybrid Unified Storage system	Nos	3				
7	Archival object Storage System	Nos	2				
8	LTO Tape Library	Nos	1				
9	Routers	Nos	10				
10	Wi-fi Router/WAP	Nos	5				
11	Datacenter Core Switch	Nos	2				
12	SAN Switch	Nos	6				
13	Network Edge Switch	Nos	10				
14	DMZ Edge switch	Nos	4				
15	Internet POE Switch	Nos	5				
16	Web Application Firewall	Nos	2				
17	Internal UTM (2 in each pair)	Pair	2				
18	Perimeter UTM (2 in each pair)	Pair	2				
19	Server Load Balancer	Nos	8				
20	Link Load Balancer						

		Nos	4				
21	IP KVM Switch	Nos	12				
22	System Software	Set	1				
23	Backup and restore software	Set	1				
24	Network management Software	Set	2				
25	GIS Software ArcGIS10.8.1	Set	12				
26	GIS Software ErdasImagine2020orLatest	Set	12				
27	Antivirus	Set	3				
28	Desktop PC	Nos	45				
29	Analysis Workstation	Nos	18				
30	Laptop	Nos	4				
31	A3 Network Color Laser Printer	Nos	4				

PRICE BID FOR ANNUAL MAINTENANCE AND SOFTWARE LICENSSES FOR 3 YEARS AFTER WARRANTY PERIOD OF 3 YEARS (OPEX) - B

Sl. No	Description	Year 4 (A)	Year 5 (B)	Year 6 (C)	Total (D=A+B+C)	GST (E)	Total (D+E)
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1	Comprehensive Annual maintenance for all items site without any exceptions.						
2	All Software licences for period of additional 3 years						

PRICE BID FOR OPERATION AND MAINTENANCE MANPOWER FOR 6 YEARS (OPEX) - C										
SN	Description	Year 1 (A)	Year 2 (B)	Year 3 (C)	Year 4 (D)	Year 5 (E)	Year 6 (F)	Total (G=A+B+C + D+E+F)	GST (H)	Total (G+H)
1	Operation and maintenance technical manpower									

Summary of costs

SN	Packages	Price inclusive of Taxes in INR
1	SUPPLY INSTALLTION TESTING AND COMMISSIONING OF ICT PRODUCTS WITH 3 YEARS WARRANTY - A	
2	PRICE BID FOR ANNUAL MAINTENANCE AND SOFTWARE LICENSCESES FOR 3 YEARS AFTER WARRANTY PERIOD OF 3 YEARS (OPEX) - B	
3	PRICE BID FOR OPERATION AND MAINTENANCE MANPOWER FOR 6 YEARS (OPEX) - C	

TOTAL CONTRACT VALUE IN FIGURE AND WORDS:.....

Important Note: The SI/bidder must maintain a CAPEX to OPEX ratio of 75:25. This mean the OPEX cannot be less than 25% of the total contract value.

40. Payment Terms:

- 40.1. All payment terms shall be in accordance with agreement between RailTel and Customer. RailTel will make payment to selected firm on submission of Tax invoice.
- 40.2. All payments shall be on back to back basis i.e milestone payment to selected bidder shall be made after receiving payment from Customer.
- 40.3. In case of any penalty or deduction from Customer, same shall be passed on to selected bidder on proportionate basis.
- 40.4. Indicative payment schedule as provided in Clause number 12 of NICSII's RFP document.

41. Other Terms and Condition

1. Bidders are requested to quote their best prices.
2. Unless otherwise specified all prices quoted must remain firm except for statutory variation in taxes and duties during contractual delivery period. Any increase in taxes and duties after expiry of the delivery period will be to vendor account.
3. Quotations should preferably be typewritten and any correction or over- writing should be initialed. Rates to be indicated both in words and figures.
4. Sealed quotations in envelope super scribing tender enquiry number and due date of opening must be sent by Registered or Speed Post or to be dropped in the Tender Box specified for the purpose. Quotations received after specified date and time are liable to be rejected.
5. Quotation should be valid for a minimum period of 180 days from the date of issuance of PO from RCIL.
6. Printed conditions on the back side of the offers will be ignored.
7. Any increase in taxes and duties after expiry of the delivery period will be to supplier's account. This will be without prejudice to the rights of RCIL for any other action including termination.
8. RCIL shall have the right to terminate the contract by giving 30 days notice without assigning any reasons thereof. However, in the event of any breach of terms of the contract, RCIL will have right to terminate the contract by written notice to the Seller.
9. FORCE MAJEURE: Any delay or failure to perform the contract by either party caused by acts of God or acts of Government or any direction or restriction imposed by Government of India which may affect the contract or the public enemy or contingencies like strikes, riots etc. shall not be considered as default for the performance of the contract or give rise to any claim for damage. Within 7 days of occurrence and cessation of the event(s), the other party shall be notified. Only those events of force majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.
10. In case of any dispute or difference arising out of the contract which cannot be resolved mutually between RCIL and vendor, it shall be referred to a Sole Arbitrator to be appointed by the CMD, RCIL.
11. The Arbitration and Conciliation Act, 1996 and rules made there under shall apply to the Arbitration Proceedings.
12. The contract shall be governed by and construed according to the laws in force in India and subject to exclusive jurisdiction of the Courts of Delhi only.
13. RCIL may place the order in full or partial manner based on customer requirement.

42. Format for COVERING LETTER (Annexure-I)

COVERING LETTER (To be on company letter head)

EoI Reference No: **RCIL/EOI/CO/ITP/2022-23/ INFRA SERVICES /02 dated 06.05.2022**

Date:

To,

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

Dear Sir,

SUB: Participation in the EoI Process

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

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

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

Authorized Signatory

Name

Designation

Contact Details

43. Annexure 2: Format for Self-Certificate & Undertaking (to be submitted by sole partner/lead partner in case of consortium)

Self-Certificate (To be on company letter head)

Eoi Reference No:

Date:

To,

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

Sir,

Sub: Self Certificate for Tender, Technical & other compliances

- 1) Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
- 2) We _____ agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected BA after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected BA fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected BA.
- 3) We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for the agreed scope of work for which this EOI is submitted.
- 4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end to end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in the end Customer Organization tender in favour of RailTel against the proposed products.
- 5) We hereby certify that any services, equipment and materials to be supplied are produced in eligible source country complying with OM/F. No. 6/18/2019 dated 23rd July 2020 issued by DoE, MoF.
- 6) We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.
- 7) We understand and agree that RailTel is intending to select a BA who is willing to accept all terms & conditions

of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.

- 8) We hereby agree to submit that in case of being selected by RailTel as BA for the proposed project(for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.

Authorized Signatory

Name & Designation

44. Proforma for Performance Bank Guarantee Bond

Form No. 1

PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND
(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

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

or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us

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

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

..... the day of 2021

for
(indicate the name of the Bank)

Witness

1. Signature Name
2. Signature Name

***** End of Document *****

