



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

LIMITED TENDER DOCUMENT

FOR

“CMMI ML5 APPRAISAL SERVICES FOR RAILTEL”

(Single Packet System)

RailTel/Tender/LT/CO/ITB/2024-25/CMMI/01
Dated- 08.11.2024

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RAILTEL

Dated: 08.11.2024

Bid Data Sheet

SPECIAL LIMITED TENDER NOTICE

Limited Tender Notice No. RailTel/Tender/LT/CO/ITB/2024-25/CMMI/01 Dated 08.11.2024

RailTel Corporation of India Ltd. (RailTel) invites Limited Tenders (single packet) for

“CMMI ML5 APPRAISAL SERVICES FOR RAILTEL”

The details are as under: -

a)	Last Date and Time of Submission of offer	Up to 15:00 hrs of 19-11-2024
b)	Time of opening of Special Limited Tender	15:30 hrs of 19 -11-2024
c)	Validity of offer	60 days
e)	Earnest Money (EMD):	Rs.1,00,000 /- (Rupees One lakh Only).
g)	EMD fee is required to be deposited through demand draft in favour of RailTel Corporation of India Limited or through online transfer in RailTel's Bank account as under: Bank Name- Union Bank of India Branch- YUSUF SARAI, DELHI A/C Number - 340601010050446 Account Type- Current Account IFSC Code -UBIN0534064	
h)	Copy of Tender Document is enclosed herewith & also sent through email. All pages of original tender document duly signed by the tenderer along with the offer should be submitted offline on or before due date.	

Naresh Kumar

JGM/IT

For & on behalf of

RailTel Corporation of India Ltd.

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CHAPTER-1

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 60 days from the date of submission and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply CMMI appraisal services at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of “.....” within delivery time line from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the services according to the Specifications by RailTel.
2. A sum of Rs through online transfer or DD is 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 Purchase Order.

SIGNATURE OF SUPPLIER (S)

Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

1.

2.

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CHAPTER-2

SCHEDULE OF REQUIREMENT (SOR)

SN	Item Description	Lump sum Cost in INR	Tax	Total Cost inclusive of Tax
1	CMMI V3.0 Service Domain ML5 Appraisal Services as per scope of work (Chapter-3)			

Note:

- 1.1 Unit rate quoted against SOR above should be FOR destination inclusive of Air travel, intercity transportation, lodging conveyance, all taxes etc.
- 1.2 This rate is inclusive of the cost of all the supporting manpower required by bidder to make the total delivery of services as per the Chapter-3 Scope of work.

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CHAPTER-3

SCOPE OF WORK

RailTel Corporation of India Ltd would like to check their processes against CMMI V3.0 Services domain ML5 as a process improvement framework for its Management and operations of IT, ICT, Telecom, Data center, Railways ICT and signal & telecom projects executed out of it's Corporate Office at New Delhi

Activity	Activity Details
Gap Analysis	- Identify the changes required in defined processes till CMMI V3.0 Services domain ML5 - To evaluate the status of the defined processes in the projects and functions till CMMI V3.0 Services domain ML5 - Prepare a Gap Analysis report for roadmap planning
Process Reviews	- Review processes and provide process review support through hand holding to check coverage of CMMI V3.0 Services domain ML3 & ML5 requirements - Review high maturity approach such as Data integrity checks, Business objectives to QPPO Mapping, Review of Process Performance Baseline, Validate Process performance model, Review of CAR improvement plans, innovative improvement pilot & deployment
Process implementation handholding support	- Ensure periodic retrospection reviews and checks for ML3 & High Maturity activities - Discussion with project managers to understand the challenges in implementation of organizational QMS processes for Project management, Service Delivery, Support, Training for CMMI V3.0 Services domain ML3 & ML5 requirements
Implementation Reviews	- To evaluate the implementation effectiveness of the defined processes in the projects and functions. - Plan and conduct implementation review to verify the effectiveness of processes implementation and process compliance for ML3 and High Maturity. - Prepare a report for the implementation based on observations and provide feedback on the implementation status
CMMI Authorized Training for 6 participants	For Building organizational capability (4 days course) and High Maturity Concepts Training (1 day course)
Benchmark ML3 Appraisal	- To discuss and finalize scope of Benchmark appraisal. - To plan and conduct activities for Benchmark Appraisal as per the requirements for CMMI V3.0 Services domain ML3
Readiness Review	To gauge ML5 readiness for the Final Appraisal by conducting readiness review.
Benchmark Appraisal	- To discuss and finalize scope of Benchmark appraisal. - To plan and conduct activities for Benchmark Appraisal as per the requirements for CMMI V3.0 Services domain ML5

Timelines

SN	Task Description	Month (1-2)	Month (3-12)
1	Gap Analysis		
2	Process Review		

3	Process implementation handholding support		
4	Implementation Review		
5	CMMI authorized trainings for 6 Appraisal Team Members		
6	Benchmark Appraisal for CMMI V3.0 Services domain ML3		
7	Readiness Review		
8	Benchmark Appraisal for CMMI V3.0 Services domain ML5		

Detailed Activities:

GAP ANALYSIS	
Activities	• Organization implementation of their QMS processes is verified by reviewing representative projects. The review is performed in such a manner to cover all the aspects of the model requirement till CMMI V3.0 Services domain ML5. • Selected Consultant will cover the following: • Review of current process implementation • Changes in the model version • Expectation of new model
Deliverables	Gap Analysis Report Action item planning document Roles and responsibility assignment
Consultant responsibility	Completion of above activities as per timelines
RailTel responsibility	SPoC to coordinate for availability of practitioners as per schedule.

PROCESS REVIEWS	
Activities	• Consultant will review QMS and provide process review support through hand holding to check coverage of CMMI V3.0 Services domain ML3 & ML5 requirements • Consultant will work with the core team to review ML4 & ML5 such as : • Data integrity checks • BO to QPPO Mapping • Review of Process Performance Baseline • Validate Process performance model
Deliverables	Process review Report
Consultant responsibility	Completion of above activities as per timelines
RailTel responsibility	To ensure SPoC coordinates for closure of findings/gaps and updated in QMS as recommended.

PROCESS IMPLEMENTATION HANDHOLDING SUPPORT

Activities	Discussion with project managers to understand the challenges in implementation of organizational QMS processes for Project management, Service Delivery, Support, Training for CMMI V3.0 Services domain ML3 & ML5 requirements. This activity will be performed in 2 rounds. • Round 1 focus will be on ML3 requirements. • Round 2 focus will be on ML4, ML5 requirements.
Deliverables	Review Report
Consultant responsibility	Completion of above activities as per timelines
RailTel responsibility	To ensure ensures availability of metrics data and core team members during discussions.

IMPLEMENTATION REVIEW

Activities	Plan and conduct implementation review to verify the effectiveness of QMS implementation and process compliance for ML3 and High Maturity. • Review the implementation status of the organization in scope through interviews/ discussions with identified project managers, practitioners and project teams and project document reviews. • Last day of review will be focused on recommendations. • Prepare a report for the implementation based on observations and provide feedback on the implementation status • Review 1 will be focus on ML3 requirements and Review 2 & 3 will focus on ML5
Deliverables	Implementation Review Report
Consultant responsibility	Completion of above activities as per timelines
RailTel responsibility	SPoC to coordinate for availability of practitioners as per schedule. Ensure closure of findings/gaps and updated in projects and functions as recommended.

CMMI Authorized Training for ATMs

Activities	Conduct Training on CMMI V3.0 for 6 ATMs as per the Training Material provided by CMMI Institute and submit trainees names to CMMI site.
Deliverables	One Hard Copy or Soft Copy of Training Material
Consultant responsibility	Completion of above activities as per timelines
RailTel responsibility	• To identify ATM, ensure their availability and participation for the complete 5 days of training without any deviation. • CMMI Associate or Practitioner Examination needs to be clear by participants in first attempt. Exam fee needs to be paid in case of re-attempt of exam.

ML3 APPRAISAL

Activities	• Perform appraisal method training for all ATM members by the LA. • Conduct document reviews and structured interviews with identified projects and functions. Ensure 6 ATMS are available for the appraisal. • Consolidate, draft and validate the findings with the interviewees. • Finalize report and present to Sponsor and appraisal participants. • Share Final Findings report
Deliverables	• One Hard Copy or Soft Copy of ATM Training Material • Final Findings
Consultant responsibility	Completion of above activities as per timelines
RailTel responsibility	• To ensure that the documents access and ATMs are available. • To ensure availability of sponsor, senior management and participants for the opening and closing meeting and participants for interviews.

READINESS REVIEW

Activities	• Plan and schedule activities for Readiness Review (identify sample projects, participants) • Set up schedule and block time slots for interviews with stakeholders (project team, QA, process owners, training and vendor management representatives). • Capture and analyze findings. • Draft and present Readiness Review findings to the participants.
Deliverables	Readiness review report
Consultant responsibility	Completion of above activities as per timelines
RailTel responsibility	• To ensure availability of sponsor for readiness decision. • To ensure availability and access to documents and stakeholders as required.

APPARIASAL for ML5

Activities	• Perform Benchmark appraisal method training for all ATM members by the LA. • Conduct document reviews and structured interviews with identified projects and functions. Ensure 6 ATMS are available for the Benchmark appraisal. • Consolidate, draft and validate the findings with the interviewees. • Conduct rating exercise, finalize report and present to Sponsor and appraisal participants. • Share Final Findings report
Deliverables	• Final finding report • Submission of Report to CMMI Institute
Consultant responsibility	Completion of above activities as per timelines
RailTel responsibility	• To ensure that the documents access and ATMs are available. • Ensure 6 ATMS are available for the Benchmark appraisal. • To ensure availability of sponsor, senior management and participants for the opening and closing meeting and participants for interviews.

CHAPTER-4

GENERAL TERMS & CONDITIONS

1. The bidder shall complete the offer letter (Chapter 1) and the price schedule (SOR) furnished in the bid documents.
2. The offer should remain valid for a period of 60 days from the date of opening.
3. Supporting documents such as certificate of registration, partnership deed, MOA, AOA etc. to be submitted along with the Bid.
4. The bidder should be registered with the GST Registration Authorities. Copy of GST Registration Certificate is required to be submitted.
5. The bidder should not be blacklisted by any State / Central Government / PSU / Autonomous Body on the last date of submission of tender. Self-Declaration on company letterhead is to be submitted in this regard.
6. No Deviation Certificate as per Annexure-1 is required to be submitted.

7. **Delivery Period**

The selected firm will have to complete CMMI ML5 appraisal services within **12 months** of issue of confirmed LOA/PO. Milestones are given under Chapter-3.

8. **Bill passing & Paying Authority:**

Bill passing authority is JGM/IT/CO and Bill paying authority is DGM/Finance/CO

9. **Payment Terms & Milestones:**

Payments shall be made to selected firm on submission of tax invoice to RailTel as per payment milestone listed below:

SN	Milestone	Payment (%age)
1	On completion of Gap Analysis	10%
2	On Completion of 1st Implementation Review	20%
3	On Completion of ML3 Appraisal	30%
4	On Completion of Readiness Review	10%
5	At the time of completion of Benchmark Appraisal (On the last day of appraisal, after presenting the appraisal result to customer)	30%

10. **Security Deposit/Performance Bank Guarantee (PBG):**

- 10.1. The successful tenderer shall submit 10% of total value of the contract detailed in the Acceptance Offer towards security deposit in the form of DD/Pay Order/online transfer or irrevocable Bank Guarantee from any scheduled bank for due fulfilment of contract within 30 days of issue of PO with validity of 15 months from issue of PO.
- 10.2. 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.

10.3. Any performance security up to a value of Rs. 5 Lakhs is to be submitted through DD/Pay order / online transfer only.

10.4. No Interest on Earnest Money and Performance Security:

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

10.5. 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.

10.6. Performa for PBG is given in Chapter 5, Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately

11. Taxes & Duties:

11.1. TDS will be deducted from the payments to the Consultant as per applicable laws (if any). In lieu of that certificate will be provided by RailTel to the Consultant.

11.2. Bidder 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.

12. Statutory authority obligations, notices, fees & charges

12.1. The Consultant shall comply with and give all notices required by any Act, any instrument, rule or order made under any Act, or any regulation or bye-law of any relevant authority which has any jurisdiction with regard to the assignment.

12.2. The Consultant would comply with all Applicable Laws as they relate to its performance under this Agreement. This Agreement shall be governed, interpreted by and construed in accordance with the substantive laws of India.

13. Confidentiality cum Non-disclosure

13.1. 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.

13.2. 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.

13.3. 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.

13.4. 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.

13.5. This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

14. Indemnity

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

- a) Any mis-statement or any breach of any representation or warranty made by consultant or
- b) The failure by the consultant 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 consultant pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by consultant 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 ECT or any third party against RailTel arising out of any act, deed or omission by the consultant or
- d) Claim filed by a workman or employee engaged by the consultant 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.

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

15. Intellectual Property Rights

15.1. Each party i.e. RailTel and consultant, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.

15.2. Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this EoI and subsequent contract in any circumstances.

16. Severability

In the event any provision of this LT and subsequent contract with consultant 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.

17. Statutory Compliance

17.1. During the tenure of this Contract nothing shall be done by consultant in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.

21.2. 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.

18. Statutory Deduction:

These will be made at source at the time of making payment as per the prevalent rules.

19. Purchaser's Right to Accept or Reject Bid:

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

20. Clause wise Compliance

Clause wise compliance statement of the Terms & Conditions shall be enclosed with the offer.

21. FORCE MAJEURE

Force majeure shall mean-

- War, hostilities (whether was be declared or not), invasion, act of foreign enemies.
- Rebellion, revolution, insurrection, or military or usurped power, or civil war.
- Ionizing radiation, or combination by radio activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Presume waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his subcontractors and arising from the conduct of the works.
- Loss or damage due to the use or occupation by the Employer of any section or part of the Permanent Works, except as may be provided for in the Contract.
- Loss or damage due to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible.
- Any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.

22. SETTLEMENT OF DISPUTES:

In case of any dispute concerning this order both the supplier 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. Arbitrator shall be appointed by Managing Director, RailTel Corporation of India Limited.

23. Earnest Money Deposit (EMD)/ Bid Security:

- 23.1. The bidder shall furnish a sum as given in above Tender Notice as Earnest Money needs to be submitted through online transfer to RailTel Bank account. Proof of online transfer like UTR number is required to be submitted along with Bid documents.
- 23.2. 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) in accordance with clause 6.
- 23.3. Offers not accompanied with Earnest Money shall be summarily rejected.
- 23.4. Earnest Money of the unsuccessful bidder shall be returned after finalization of contract and award of contract to the successful tenderer after conclusion of Contract.
- 23.5. The successful bidder's EMD will be discharged upon the bidder's acceptance of the purchase order satisfactorily and furnishing the performance bank guarantee in accordance with clause 10.
- 23.6. Earnest Money will bear no interest

24. GOVERNING LAWS:

This 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. TERMINATION FOR DEFAULT

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

- a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract.
- b) If the supplier fails to perform any other obligation(s) under the contract; and
- c) If the supplier, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

25.2. In the event the Purchaser terminates the contract in whole or in part, pursuant to para 19.1 the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.

26. TERMINATION FOR INSOLVENCY

The purchaser may at any time terminate the contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

27. Bid Submission and Opening Date:

27.1. EMD and cost of tender document should be Submitted through online transfer to RailTel Bank account. Bids without EMD and cost of tender document will be summarily rejected.

27.2. The bid should be submitted offline in hard copy 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:

- a) Power of attorney in favour of the signatory duly authorizing the signatory. Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- b) Complete Tender documents, duly signed & stamped on each page in token of acceptance should be submitted.
- c) Compliance statement for acceptance of terms & conditions in LT document.
- d) Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions).

28. Evaluation of Offer:

For the purpose of relative ranking of offers, all inclusive value for services to be rendered will be considered and selection will be done on L-1 basis.

CHAPTER-5

SPECIAL TERMS & CONDITIONS

1. Price basis for bidding should be the delivery of services at RailTel Corporate Office in Delhi.
2. The Cost quoted should be inclusive of the entire out of pocket expenses like local travel. The successful bidder shall not be paid any other additional charges in terms of extended man days/ ATM training/any other royalty fees to be paid to CMMI Institute for mile stone completion.
3. The price quoted should be inclusive of all expenses like Air travel, intercity transportation, lodging conveyance etc.
4. The rates should be quoted in Indian Rupees. All prices shall be fixed and shall not be subject to any escalation what so ever.
5. RailTel reserve the right to cancel the entire tender process without assigning any reason.

6. Work Space and administrative requirements

The key persons identified by the selected Consultant for the programme should carry out their activities from RailTel's Office located at Delhi/NCR or from any other suitable location as provided by RailTel. The Consultant may indicate their administrative requirements (entry pass & sitting arrangement) to RailTel well in advance. No charges would be applicable to the Consultant for the same. Computers / laptops, Internet dongle, other IT devices & accessories etc. for human resources deputed shall be arranged by the selected agency / bidder on its own.

7. Substitution of Program Team Members

During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected Consultant, as the case maybe, can do so only with the prior written concurrence of RailTel and by providing the replacement staff of the same level of qualifications and competence. If RailTel is not satisfied with the substitution, RailTel reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by RailTel to the selected Consultant during the course of the assignment pursuant to this RFP besides claiming an amount equal to the contract value as penalty. However, RailTel reserves the unconditional right to insist the selected Consultant to replace any team member with another (with the qualifications and competence as required by RailTel) during the course of assignment pursuant to this RFP.

8. No Employer Employee Relationship

The selected Consultant or any of its holding / subsidiary / joint-venture / affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with RailTel or any of its employees / officers / staff / representatives / personnel / agents.

9. Sub Contracts

Neither the contract nor any rights granted under the contract with RailTel can be sold, leased, assigned, or otherwise transferred, in whole or in part, by the selected Consultant without advance written consent of RailTel. Any such sale, lease, assignment or otherwise transfer shall be void and be of no effect. The selected Bidder shall not subcontract or permit anyone other

than its personnel to perform any of the work, service or other performance required of the selected Bidder under the contract. Formation of consortium or association of consultant agency is not allowed and such proposals will be disqualified at the evaluation stage itself.

10. Adherence to Standards

The selected Consultant should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. RailTel reserves the right to conduct an audit/ ongoing audit of the consulting services provided by the selected Consultant. RailTel reserves the right to ascertain information from other institutions to which the Consultants have rendered their services for execution of similar programs.

11. Conflict of interest

The Consultant shall strictly avoid conflicts with other assignments/jobs or their own corporate interest and shall disclose to RailTel all actual and potential conflicts of interest that exist, arise or may arise

12. Corrupt and Fraudulent practices

As per Central Vigilance Commission (CVC) directives, it is required that Consultants/Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

a. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution; and

b. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of RailTel and includes collusive practice among consultants (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive RailTel of the benefits of free and open competition. RailTel reserves the right to reject a proposal for award if it determines that the Consultant recommended for award has engaged in corrupt or fraudulent practices in competing for contract in question. RailTel reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per RailTel's discretion, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing contract.



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 (Herein after called RailTel) having agreed to exempt(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Purchase Order No.....datedmade 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

PROFORMA FOR STATEMENT OF DEVIATIONS

The following are the particulars of deviations from the requirements of the Tender specification.

Clause	Deviation	Remarks (including justification)

Signature and seal
of the Bidder

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

END OF TENDER DOCUMENT

रेलटेल
RAILTEL