

**RAILTEL CORPORATION OF INDIA LTD.**

(A Govt. of India Enterprise)  
Plot No. 143, Sector- 44,  
Institutional Area, Opposite to Gold Souk,  
Gurugram, Haryana-122003

**Request For Proposal**

**FOR**

**Empanelment of Advertising Agencies**

**RAILTEL/TENDER/OT/CO/CC/17-18/01**

**COPY NO.**

**SOLD TO:**

**COST OF TENDER DOCUMENT: Rs.1,000/-**

## Preamble

### **Subject:- Empanelment of Advertising Agencies**

1.	Date of Commencement of downloading of this Document.	5 <sup>th</sup> May 2017
2.	Last date and time of Receipt of Offer.	25 <sup>th</sup> May 2017 till 15:00 Hrs.
3	Pre-Bid meeting	15 <sup>th</sup> May 2017 at 15:00 Hrs.
3.	Date and Time of Opening of Offer.	25 <sup>th</sup> may 2017 at 15:30 Hrs.
4.	Place of submission of offer document, pre-bid conference and opening of offers.	Corporate Office at: RailTel, Plot No.-143, Sector-44, Institutional Area, Opposite to Gold Souk Mall, Gurugram, Haryana- 122003. Phone No.:0124-2714000 Fax: 0124-4236084
5.	Address for Communication	As Above
6.	EMD	Rs 2,00,000./-
7.	Cost of The RFP Document.	Rs 1000./- (Non refundable) in the form of Demand Draft in favour of RailTel Corporation of India

The document would be available on RailTel's website ([www.railtelindia.com](http://www.railtelindia.com)) w.e.f. 5<sup>th</sup> May 2017. The same can be down loaded free of cost. However, Demand Draft for Rs 1,000/- in favour of RailTel Corporation of India Ltd. payable at New Delhi shall have to be submitted along with the submission of bid document.

**For RailTel Corporation of India Limited**

**(A.V Agnihotri)**  
**Dy. General Manager/CC**

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## **1. Introduction**

RailTel Corporation a "Mini Ratna (Category-I)" PSU is one of the largest neutral telecom services providers in the country owning a Pan-India optic fiber network covering all important towns & cities of the country and several rural areas covering 70% of India's population. RailTel is in the forefront in providing nationwide Broadband Telecom & Multimedia Network in all parts of the country in addition to modernization of Train operations and administration network systems for Indian Railways. With its Pan India high capacity network, RailTel is working towards creating knowledge society at various fronts and has been selected for implementation of various mission-mode Govt. of India projects in the telecom field.

## **2. Objective of the RFP**

- 2.1 The objective of this RFP is to empanel agencies for publishing NIT/Vacancy Notice/Advertisements for RailTel. The average expenditure of RailTel towards the said job in a financial year is Rs. 1.5 crore.
- 2.2 This will be on a non-exclusive basis i.e. RailTel reserves its right to enter into similar arrangements with other party (ies).
- 2.3 The firm empanelled with RailTel is required to publish advertisement in leading newspapers as advised by RailTel so as to give wide publicity to various RFPs/requirements of RailTel.
- 2.4 The Advertising Agency may also be asked to release marketing advertisements in leading magazines/newspapers
- 2.3 Maximum 6 Agencies will be empanelled. The panel would be valid for a period of three years which may be extended by one more year depending on the performance of the agency and with mutual agreement.

## **3. RailTel's right to accept/reject any or all bids**

RailTel 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.

## **4. INDICATIVE CATEGORIZED LIST OF JOBS**

An indicative categorized list of jobs which the empanelled bidders would be expected to perform is as given in the table. The agencies must have experienced designers and good printing facilities to meet the quality requirements-

S. No	List of Categorized Jobs
1.	Designing NIT/RFP/Vacancy notification of RailTel
2.	Getting the NIT/RFP/Vacancy notifications published in various National & Regional newspapers
3.	Designing of publicity advertisements

## 5. ELIGIBILITY

The responding firm must satisfy the following criteria:

- 5.1 The bidder should be a registered company agency operating in India for at least last 5 years as the date of opening of RFP. A copy of incorporation in Company Act, Articles of Association (in case of registered firms), Bye laws and certificates for registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm) should be submitted by the firm.
- 5.2 The bidder's cumulative turnover in India should be more than Rs. 5 crore in the last three years viz. 2014-15, 2015-16 and 2016-17. A certificate from the Chartered Accountant on **the turnovers** in these years, in original, may be submitted. Firm should also submit the Audited Balance sheet of these 3 years.
- 5.3 The bidder must have its office with all the set up of designers and client servicing executive in Delhi/NCR for better coordination. Visit to the facilities may have to be arranged by the bidder on request of RailTel.
- 5.4 The bidder should be registered with the Service Tax department and carry a valid PAN. The bidders have to submit copies of PAN Card and Service Tax registration documents.
- 5.5 An undertaking (self-certificate) shall be submitted that the bidder hasn't been blacklisted by a central / state Government/PSU institution.
- 5.6 The jobs of RailTel will be strictly time bound job. The bidder have to submit an undertaking (self-certificate) that whether or not they have paid any LD charges for their previous works with other companies for any delays.
- 5.7 The bidder needs to be empanelled with atleast 3 PSUs/Central Govt agencies/Govt departments for executing the similar job.
- 5.8 The bidder needs to be accredited with Indian Newspaper Society (INS) and empanelled with DAVP for last 2 years.

**The documents in support of the above criteria should be submitted along with bid.**

**6. CLARIFICATION REQUESTS :**

It is solicited that the written queries/ clarifications be sent to the RailTel's office as per date and time mentioned in RFP notice.

Prospective bidders are required to direct all communications related to this RFP, through the Nominated Point of Contact persons:

Contact : Sucharita Pradhan  
Position : Sr.Manager/PR  
Email : Sucharita@railtelindia.com

**7. PRE-BID CONFERENCE:**

The Pre-Bid Conference shall be held as per date and time mentioned in tender notice. All clarifications sought will be addressed during the pre-bid meeting

**8. RFP Submission:**

- 8.1 The bid should be submitted in sealed envelope duly super scribed as “**RFP for Empanelment of Advertising Agencies**” containing required documents as per point no 5 and the refundable EMD of Rs. 2 lakh (Two lakh only) through DD favoring RailTel Corporation of India Limited , payable at New Delhi so as to reach the latest by 25<sup>th</sup> May 2017 till 15:00 Hrs. EMD of unsuccessful bidders shall be returned immediately after the completion of empanelment process. The document should be spiral bound with no loose sheets.
- 8.2 EMD of the successful bidders shall be refunded after submission of BG and signing of agreement.
- 8.3 Each and every page of offer document should be marked with numerical numbers and signed by authorized representative of the bidder. Power of attorney in favor of the signatory duly authorizing the signatory shall be enclosed in the offer / bid. All papers of the RFP documents shall be signed in ink by the bidder, on each page including closing page in token of his having studied the RFP papers carefully.
- 8.4 The envelope/document s shouldn't contain any financial bids, in either explicit or implicit form; otherwise the bid will be rejected.
- 8.5 The envelope shall be submitted to the office of RailTel well before the due date and time for consideration of the bid.

8.6 The bid shall be submitted as follows, all the envelopes shall be addressed to:

**Dy. General Manager/CC  
RailTel Corporation of India limited  
Plot No 143, Sector 44,  
Institutional Area, Opposite to Gold Souk,  
Gurgaon, Haryana 122003**

8.7 The envelope shall bear name of the RFP, the RFP no. and the words “DO NOT OPEN BEFORE” (due date & time). Offer / Bid should be delivered to the above address so as to reach upto 15:00 hours of due date. The offers / bids shall be opened at 15:30 Hrs on the same day in the above office in the presence of those representatives of the bidders who choose to be present. Offers / Bids received after due date and time shall be summarily rejected and shall not be opened. In case the date of opening happens to be a holiday, the RFP will be received and opened at the same time on the next working day.

## **9. 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.

## **10. Bid Earnest Money**

Bidder has to submit the bid earnest money of Rs 2,00,000/- in the form of Demand Draft favoring **RailTel Corporation of India Limited** payable at New Delhi.

## **11. Modification and/or withdrawal of Bids**

- 11.1. Bids once submitted will be treated as final and no modification will be permitted. No correspondence in this regard will be entertained.
- 11.2. In case of withdrawal/backing out from the bid commitment, the bid earnest money shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed.
- 11.3. Earnest money of all unsuccessful bidders shall be returned after finalization of the bidding process.

## **12. Clarifications 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.

**13. LAST DATE OF SUBMISSION:**

Bids must be submitted to RailTel at the address specified in the preamble not later than the specified date and time mentioned in the preamble. If the specified date of submission of bids being declared a holiday for RailTel, the bids will be received up to the specified time in the next working day. RailTel may, at its discretion, extend this deadline for submissions of bids by amending the bid document, in which case all rights and obligations of RailTel and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended.

**14. DATE OF OPENING OF RFPs:**

The RFP bid will be opened in presence of bidders representatives (Only one) who choose to attend the Bid opening session as per as per due date and time mentioned in tender notice. The bidders representatives who are present shall sign a register evidencing their attendance. The bids will than be passed on to a duly constituted Technical Evaluation Committee (TEC) for evaluation.

**15. COST OF DOCUMENT:**

Bidder should also furnish a demand draft of Rs. 1,000/- (Rs. One thousand only) for purchase of RFP document fee), from a scheduled commercial bank, drawn in favour of “RailTel Corporation of India Limited “ payable at New Delhi in case of RFP document downloaded from RailTel’s website. RFP fee is non-refundable. Bidder can also purchase the RFP form from Sr.Manager/PR, RailTel from its Gurgaon office by producing demand draft of Rs. 1,000/- (Rs. One thousand Only) in favour of “RailTel Corporation of India Limited “ payable at New Delhi

**16. BID VALIDITY:**

All the bids must be valid for a period of 90 days from the date of bid opening. If necessary, RAILTEL will seek extension in the bid validity period beyond 90 days.

**17. EVALUATION METHOD-**

The evaluation will be done based on the following Parameters with weightage as defined below:-

**EVALUATION/MARKING CRITERIA**

Stage-1			
S. No.	Sub - Head	Marks to be awarded	Max Marks
I	AGENCY STRENGTH		

S. No.	Sub - Head	Marks to be awarded	Max Marks
1	<b><u>Continuous INS Accreditation</u></b> 2- 5 yrs = 1 Mark ➤ 5 years = 2 Marks		02
<b>II MANPOWER STRENGTH</b>			
3	<b>Client Service Team</b>		04
	1 to 4 nos.	1	
	More than 4 nos.	2	
4	<b>Designers (Computer aided)</b>		
	1 to 4 nos.	1	
	More than 4 nos.	2	
<b>III INFRASTRUCTURE STRENGTH</b>			
1	<b>No. of Computers (with appropriate software for developing creative designs)</b>		04
	1 to 3 nos.	1	
	Above 3 nos.	2	
2	<b>Location of Offices (*Details of locations)</b>		
	1 to 4 locations	1	
	Above 4 nos. of locations	2	
*Only Delhi/NCR, Kolkata, Mumbai, Hyderabad/Secundrabad, Chennai & state capitals shall be counted for this purpose.			
<b>IV DEMONSTRATED STRENGTH- Last three years shall be reckoned from the scheduled date of opening</b>			
1	<b>Quality of the design of the samples submitted by the bidders</b> (Samples of any 3 below mentioned categories * to be submitted along with Bid) 1. RailTel General Advt. 2. All services portfolio. 3. Data Center. 4. Tele presence Services. 5. Public Wi-Fi. * For details pl visit <a href="http://www.railtelindia.com">www.railtelindia.com</a>		15
2	<b><u>Number of PSU/Govt Departments empaneled with</u></b> Above 3 upto 10 nos = 5 marks 10nos - 15 nos = 10 marks Above 15 nos = 15 marks		15
<b>V FINANCIAL STRENGTH</b>			
1	<b><u>TURNOVER</u></b> Rs. 5 crore to 6 Crore = 6 marks Rs.6 crore to 10 Crore = 8 marks Above Rs.10 Crore = 10 marks		10
<b>TOTAL</b>			<b>50</b>

S. No.	Sub - Head	Marks to be awarded	Max Marks
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## 18. Empanelment of Agencies

The top 6 agencies securing highest marks will be empaneled with RailTel for publishing NIT/Vacancy/Notice/Advertisements. In case agencies having similar marks, selection shall be done based on highest turnover (cumulative) for last 3 years.

## 19. Signing of Agreement

The successful bidder(s) shall be required to enter into a agreement with RailTel, within 15 days of the letter of acceptance from RailTel or within such extended period as may be specified by RailTel.

## 20. SECURITY DEPOSIT:

On receipt of Letter of Acceptance of RFP from the RailTel, the tenderer shall, within a period of 15 days, submit the security deposit of Rs. 2,00,000 /- (Rs two lakh) in the form of Bank Guarantee from a scheduled commercial bank for the duration of the empanelment or extended period, if any, in favour of RailTel Corporation of India Limited for due fulfillment of the terms & condition of the contract.. The bank guarantee format for this purpose at Annexure-C. The bank guarantee shall be returned without any interest on the determination of the contract after due adjustments of any dues payable to RailTel by the agency.

In case of failure to perform as per provision of para 28, the BG will be invoked.

## 21. Period of Agreement

Maximum 6 Agencies will be empaneled. The panel would be valid for a period of three years which may be extended by one more year depending on the performance of the agency and with mutual agreement.

## 22. AWARD OF JOBS-

The job will be awarded on rotation basis as and when required. RailTel reserves the right to give a job to any one/multiple agencies out of turn if required on case to case basis.

## 23. PAYMENT TERMS-

**23.1** For long term projects, phase wise payments will be released as proposed by the bidder and as approved by the competent authority. Service Tax, as applicable, will be paid extra. All payments will be made subject to TDS (Tax

deduction at Source) as per the income- Tax Act, 1961 and other taxes if any as per Government of India rules.

**23.2** The imposition of any new tax and/or increase in the aforesaid taxes, duties levies (including fresh imposition of any other Tax like Goods and Service Tax subsuming the indirect taxes like excise, VAT, Service Tax etc), after the last stipulated date for the receipt of tender including extensions if any and the bidder thereupon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to withhold the dues/payments of bidder and make payment to local/state/Central Government authorities as may be applicable.

**23.3** After imposition of GST as explained in Clause 23.2 above, bidder shall issue proper invoice to RailTel for availing input credit of CGST/SGST/IGST. GST will not be reimbursed in the absence of proper invoice for availing input tax credit.

**23.4** The break-up of price of each item of SOR in terms of basic Unit price, Excise duty, Sales Tax, Freight, Custom Duty, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the bidder shall be quoted in the SOR. Bidder has to quote all-inclusive rates (with tax break-up). Even after the introduction of GST, all inclusive unit rates payable will not exceed the all-inclusive rates offered by the bidder. However if rates are reduced in the current tax structure the bidder has to pass on the benefit to RailTel.

## **24. PENALTY FOR DELAYS-**

After being assigned for a particular job the bidder have to deliver the services within the given deadline. For any time, slippages, the bidders can induct more resources at their cost to meet the time schedules. The timely completion is the essence of this project. Liquidated damages will be applicable if a bidder fails to deliver within the deadline. Liquidated damages upto max 10% of order value will be applicable if a bidder fails to deliver within specified deadline & RailTel will have the right to cancel the order and place order on alternative vendor.

## **25. INTELLECTUAL PROPERTY RIGHTS-**

RailTel shall hold all the Intellectual Property Rights of every designs made for RailTel by the agencies. The Agency will not have any right to use the same/near same design for any other parties in future. The Agency have to submit all the editable files to RailTel

which it has done for RailTel. RailTel shall have the right to use any design as many times as required without any further payment or permission from the agency which designed it.

## **26. Dispute Resolution**

The parties through respective signatories shall settle any dispute or disagreement with respect to performance, non-performance or defective performance of respective obligation amicably. In the event of disputes remaining unresolved, the parties shall refer the matter to a single arbitrator under arbitration law that may be applicable, whose appointment shall be done by Chairman & Managing Director, RailTel Corporation of India Limited. The place of arbitration shall be New Delhi and the language used shall be English.

## **27. Force Majeure**

Both the parties agree that neither party shall be liable for each other for delay or non-performance of respective obligations in the event beyond control of each party, which can be termed as force majeure. The decision of RailTel shall be binding in this regard.

## **28. Termination**

The termination can be effected by RailTel, if deemed fit, on occurrence of any of the following events by giving 30 days' notice to the Agency-

- a. Non delivery of items by the Agency once any job is awarded to the them
- b. Late delivery of items by the agency at maximum 3 occasions
- c. Failure of the agency to obtain or maintain any license or the suspension or revocation of any license necessary to the conduct of the business.
- d. Any change in the ownership of the Agency which in the opinion of RailTel is adverse to the interest of RailTel.
- e. The Agency engages, in the opinion of RailTel, in any illegal or unfair practice with respect to the Agency" services and obligation under the agreement that will be done at the end of this RFP process.
- f. If the appointment or continuance of the Agency is likely to result in loss of goodwill or reputation of RailTel.
- h. Notwithstanding anything above, RailTel reserves the right to terminate the agreement by giving a notice of 3 months without assigning any reasons whatsoever.

## **29. Use of Contract Document and Information**

The bidder shall not, without RailTel's prior written consent, make use of any document or information provided by RailTel in bid document or otherwise except for purpose of performing contract.