

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

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

ELECTRONIC TENDER DOCUMENT

FOR

ईआरपी सॉफ्टवेयर संस्करण के उन्नयन के लिए निविदा दस्तावेज।

Tender document for ERP software version upgrade

खुली-E-निविदान: RAILTEL/TENDER/OT/CO/ITP/2022-23/ERP version upgrade/02

**OPEN E- TENDER No: RAILTEL/TENDER/OT/CO/ITP/2022-23/ERP version upgrade/
02**

निविदा दस्तावेज की कीमत: रु. 2,960/- (टैक्स सहित)

Cost of Tender Document – Rs 2,960 (Including Taxes)

(Two Packet System)

OPEN TENDER NOTICE

E-Tender No. **RAILTEL/TENDER/OT/CO/ITP/2022-23/ERP version upgrade/02** dated **09.03.2023**

RailTel Corporation of India Ltd. invites E-Tenders in two packet system for “**ERP software version upgrade**”.

The details are as under: -

a)	Start Date for downloading the Tender	09.03.2023
b)	Last date for sending the queries	15.03.2023
c)	Pre-Bid Conference	16.03.2023 15:00 hrs online
e)	Closing date for Submission of E-Bids	31.03.2023 15:00 hrs online
f)	Date of opening of E-Bids	31.03.2023 15:30 hrs online
g)	Earnest Money Deposit (EMD) #	Rs. 4,60,000/-
h)	Cost of Tender Document *	Rs.2,950 /-(Including Taxes)

* Cost for Tender document and EMD will be payable online through E-Nivida Portal

Small scale Units registered with NSIC/MSME under single point registration scheme are exempted from cost of Tender Documents and EMD. No other relaxations will be given.
, more details are given in clause 1.6.1, chapter-5A.

Note: Tender Notice and Tender Document are available on RailTel's website and can be downloaded from www.railtelindia.com or from the e-Tendering portal <https://railtel.enivida.com/>. For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from RAILTEL E-NIVIDA portal, and this should be done well before the deadline for bid-submission.

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

For RailTel Corporation of India Ltd.

(Naresh Kumar)
DGM/IT

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1. Acronym and Abbreviation

As used in Document	Description
RCIL	RailTel Corporation of India Limited, herein also referred to as 'Company'
SI	System Integrator: The organization submitting the proposal
SPOC	the single point of contact for the Company and single point responsibility for
RFP	Request For Proposal
ERP	Enterprise Resource Planning
FAC	Final Acceptance Certificate
DRS	Disaster Recovery Site
NOC	Network Operation Centre
PBG	Performance Bank Guarantee
EMD	Earnest Money Deposit
IES	Integrated Enterprise System
OSS	Operation Support Systems
BSS	Business Support System
FTE	Functional Technical Engineer

2. Interpretation

The following terms wherever occurring in the tender papers and wherever used throughout the execution of the work, shall, unless excluded by or repugnant to the context, have the meaning attributed thereto as follows:

"CONTRACT" Means the Contract resulting from the acceptance by the Purchaser of this Tender whether in whole or in part.

"BIDDER" Means the successful Bidder i.e., the Bidder whose Tender has been accepted either in whole or in part.

"BIDDER's REPRESENTATIVE" Shall mean a person in supervisory capacity who shall be so declared by the Bidder and who shall be authorized under a duly executed power of attorney to receive materials issued by the Purchaser to the Contractor for the works. He shall be responsible for proper execution of works at each or all places and shall take orders from Purchaser's Engineers and carry out the same.

"EQUIPMENT" Means all or any equipment considered necessary by the Purchaser's Engineers for satisfactory operation, as a whole, of the installations.

"MONTH" Means any consecutive period of thirty days.

"MATERIALS" Means all equipment's, components, fittings and other materials including raw materials required to complete the work.

"PURCHASER" Means M/s RailTel Corporation of India Limited, Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi-110023

"RailTel" Means Means M/s RailTel Corporation of India Limited, Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi-110023

CHAPTER-1

OFFER LETTER

(On Organization Letter Head)

Bid Ref No. :

Date:

To,

General Manager (ITP),
RailTel Corporation of India Limited,
Plate-A, 6th Floor, Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110023

Ref : E-Tender No. RailTel/Tender/OT/CO/ITP/2022-23/ERP version upgrade/02

Dear Sir/Ma'm,

1. the undersigned, on behalf of M/s, having carefully examined the referred Tender offer to participate in the same, in full conformity with the said Tender and all the terms and conditions thereof, including corrigendum issued till last date of submission of Tender.
2. agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals (*at subsequent stage*), for a period of 120 days from the date fixed for submission of Proposals as stipulated in the EOI/RFP and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of suitable bidder for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contact document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Signature of Authorised Signatory

Name

Designation

CHAPTER-2

A : Bid Data Sheet

Sr No	Parameters	Description
1	Tender Inviting Authority	RailTel Corporation of India Ltd.
2	Name of the Project Work	ERP software version upgrade
3	Tender Reference No	RailTel/Tender/OT/CO/ITP/2022-23/ERP version upgrade/02
4	Place of availability of Tender Documents (RFPs)	Tender document can be downloaded from Website of RailTel - www.railtelindia.com and E-Nivida portal
5	Cost of Tender Documents	Rs.2,950/- (Rs Two Thousand Nine Hundred and Fifty only)
6	Earnest Money Deposit	Rs. 4,60,000/- (Rs. Four Lakh and Sixty Thousand only)
7	Place of submission & opening of Proposals	Online tendering portal (https://railtel.enivida.com/)
8	Address for Communication	Contact Person: DGM/IT, RailTel Corporation of India Ltd., Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi-110023
9	Nature of bid process	Two stage bidding: ► Technical/qualification Bids ► Commercial Bids
11	Last Date and time for submission of Bidder Queries	15.03.2023, 10:00 Hrs
12	Date and Time of Pre Bid Meeting (Online)	16.03.2023, 15:00 Hrs online (Link for online pre bid conference will be shared on RailTel portal on dated 15.03.23).
12	Last Date and Time for Submission of Complete Proposal: Technical (Including mandatory pre-qualification Criteria) and Commercial Proposals.	31.03.2023, 15:00 hrs online
13	Date and Time of Opening of Technical Proposals	31.03.2023 15:30 hrs online
14	Tender Response Documents	1 soft copy for RAILTEL E-NIVIDA Portal.
15	Clarification Required	In case of any discrepancy/clarifications required, please contact the undersigned: 1) AGM/DNM Tel: +91 011 22900600 Extn 2216 For any escalations : 2) DGM/IT <u>Tel:+91 011 22900600 Extn 2222</u>
16	BID validity	Tender responses along with commercials should be valid for 180 calendar days from the last date of submission

CHAPTER-2

B : RailTel Introduction

RailTel Corporation of India Limited (RailTel), 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 modernise Train Control Operation and Safety System of Indian Railways and to contribute to realisation 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 ILD, NLD and ISP (Class-A) licenses under which the following services are being offered to various customers:

CARRIER SERVICES

1. 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. Available for granularities from E1, DS-3, STM-1 & above
3. Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
4. Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

ENTERPRISE SERVICES

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

RETAIL SERVICES

1. Triple Play Broadband Services for the Masses. It is a pilot project undertaken by RailTel and currently services are offered out of Bangalore and nearby places

CHAPTER-3

A. : Objective of EOI

RailTel Corporation of India Limited (“RCIL/RailTel”), New Delhi is hereby soliciting competitive bids for “**Oracle E-Business Suite Upgrade to R12.2.10**”. The successful Bidder will be required to furnish all labor, material, equipment, supplies, applicable taxes, insurance, bonding, and licenses to complete this project.

B. : Project Overview

RailTel plans to upgrade from Oracle e-Business Suite Release 12.1.3 to Release 12.2.10. RCIL is soliciting proposals from experienced consulting firms to provide technical and functional consultants to assist RCIL staff with the upgrade. RCIL began using Oracle EBS in July 2013 on Release 12.1.1.

Project Objectives:

- ◆ Successfully implement Release 12.2.10 across all RCIL modules
- ◆ Training of RCIL employees to take advantage of upgraded environment
- ◆ Well written documentation for use by users and technical staff
- ◆ Post go-live support

C: Current Oracle EBS Environment at RCIL

RCIL uses Oracle e-Business Suite Release 12.1.3 and all hardware is on premise. RCIL has their own full time IT staff.

The current EBS IT/Oracle support and development team is comprised of several staff (one supervisor, two Systems Analysts, one DBA and one Business Analyst;) these staff members support other Applications in addition to EBS. The current RCIL staff also has additional support staff for SOA and Integrations as well as hardware support as needed on site.

RCIL is using the following Oracle ERP modules per business areas:

Business Area	Modules
Financials	Accounts Payable Accounts Receivable Assets Cash Management General Ledger iExpense Payments Public Sector Financials
HR, Payroll, Time & Labor	Advanced Benefits Human Resources Payroll Self-Service Human Resources Time and Labor
Projects/Grants	Project Costing Project Management Grants
Procurement	iProcurement iExpense Purchasing

Projects	Project Costing Project Billing
Public Sector	Grants
Logistics	Inventory Management

RCIL has customized distributions for iExpense, AP, Purchasing, Receiving and Payroll. RCIL utilizes the Grants Module and awards for allocations amongst many funds. RCIL's Bank Reconciliation process is also customized. RCIL has two general ledgers. RCIL Oracle EBS Financials and HR Modules interface with several other Oracle products as well as outside vendors and other products. There are many custom PL/SQL packages that were created to support the integrations that exist. There are multiple one and two-way interfaces as described below.

There are Subject Matter Experts in each of the Business Areas.

RCIL has approximately 870 employees; all are users of OTL (timecards) and HR Self- Service, some timecards are imported from Oracle WAM product. Depending on the employees' roles and job duties within the organization, employees are assigned custom responsibilities to access the other modules. Employees work out of eight locations in New Delhi.

The RCIL's fiscal year runs from July 1st to June 30th. However, payroll processing follows the calendar year (January 1st to December 31st).

The following transactional statistics are provided for background purposes:

Tentative Purchase Orders created in a year: 3,679

Tentative Number of checks written : 10,789

Tentative Number of Work Orders created : 3,120

Tentative Number of open Projects: 167

OTL: RCIL runs bi-weekly payroll (26 pay periods per calendar year). A standard workweek is 40 hours (or 8 hours per day). We have multiple types of timecards. The majority of employees complete a timecard of hours worked and hours on leave (sick, vacation, etc.). Approximately 240 Operations employees complete daily timecards and charge their time to Work Orders which flow through Oracle WAM. These workers also charge their time to Projects/Tasks. Many Operational and Administrative Personnel work flex-time hours. These hours vary between 4 – 10-hour shifts or 5 – 8-hour shifts. There is an additional monthly payroll cycle run for our Commissioners.

Current Technical Environment

RCIL runs and supports three EBS environments – development/test, staging, and production. Each environment generally consists of three key components – 1 Oracle

RDBMS on RAC, 2 internal application deployment application deployment. The components are more accurately described below. RCIL also has an additional development environment that will be utilized for this deployment.

Each tier is deployed on its own machine running Oracle Sparc (Application Tiers) or Oracle Oracle sparc (Database Tiers). All servers are LDOMS machines running on Oracle Sparc.

Storage on production is all sas and network attached. Environments running below production class are still using network attached storage but are a mix of rotating disks.

RCIL positions the storage and computing components in two separate locations based on environment level. The two locations are serviced by redundant connections. Please assume that all E-Business Suite on sparc are configured to run with high priority on their assigned hardware.

The current production database consumes approximately 2.2 TB of disk space.

Oracle Technology Stack:

TECHNOLOGY	CURRENT RELEASE
Operating System(s)	
Sun Spark	Oracle Solaris 11.4
Real Application cluster	12c
Database	
Oracle RDBMS	12.1.0.2
Application	
Oracle Developer	10.1.2.3
iAS Oracle Home	10.1.3.5
Server Java/JVM	1.6 Update 10
Client	
Browser	IE 11
JRE	1.8 Update 271

RCIL has the following custom interfaces:

INTERFACE NAME	MODULE	INTERNAL OR EXTERNAL	INBOUND (To ERP) OR OUTBOUND (From ERP)
EBS/WAM Cost Transactions	INV	Internal	Inbound / Outbound
OTL Transactions	HR	Internal	Inbound / Outbound
EBS Project Add Task	Projects	Internal	Inbound
EBS Project Updated	Projects	Internal	Inbound
EBS Stock Checkout Requests	INV	Internal	Inbound / Outbound
Hours Worked	HR	Internal	Inbound / Outbound
Project Expenditures	Projects	Internal	Inbound / Outbound
Process Quarterly Wage File *1	HR	External	Outbound
Payroll Register	HR	Internal	Outbound
BOA - Bank Statements *2	AP	External	Inbound
VISA Bank Statements *2	AP	External	Inbound
Hyperion Data	HR	Internal	Outbound
Customer Refunds *2	AP	Internal	Outbound
EmployeeAccrualSync	HR	Internal	Inbound / Outbound
Fleet Fuel	INV	Internal	Inbound / Outbound
Master Extraction	INV	Internal	Inbound / Outbound
Assetworks-EBS *2	PO	Internal	Inbound / Outbound
GL Open Periods	GL	Internal	n/a
CCBToEBSAPProcedureCall	AP	Internal	Inbound
CCB EBS GL *2	GL	Internal	Inbound
EBS CCB AP *2	AP	Internal	Inbound
Selerix	HR	External	Inbound

Note1: These interfaces are automated (i.e. a data file is pushed via SFTP from Oracle to external entity).

Note2: External File loaded into EBS.

All other interfaces are manual. User downloads from Oracle and sends to external entity. Or, user receives a file from external entity and uploads to Oracle.

RCIL has the following tentative customisations:

Concurrent Programs (includes interfaces listed above)	179
Forms	8
BI Publisher templates	127
Alerts	25
Workflow Customizations	11

Custom Objects:

Function	6
Index	120
Package	166
Package body	165
Procedure	2
Sequence	32
Synonym	251
Table	309
Trigger	2
Type	1
View	8

CHAPTER-3

D. Scope of Work

D1. Upgrade Objectives

a. Upgrade to Higher, Supported Release for all RCIL Implemented Modules:

The primary reason for the upgrade is to be on a higher, supported release of Oracle eBusiness Suite. All modules used by RCIL will be upgraded. Regression testing will be completed across all the modules by RCIL staff in two rounds.

a. New Features/Functionalities/Improved Business Processes:

We want to take advantage of new features and functionalities of R12.2.10 where it is appropriate for supporting our business needs and can be fulfilled without affecting the overall upgrade timeline. We also want to discontinue using any customization if that functionality is now standard in the R12.2.10 upgrade.

a. Documentation and Training:

Provide documentation for configuration and training to key users and IT support staff on new features/functionalities implemented as part of the upgrade.

D2. Post-Upgrade Support

Following go-live of the R12.2.10 upgrade, consulting firm will provide two months of support in resolving upgrade-related issues.

CHAPTER-3

E: Scope of RailTel

1. RCIL will provide space and internet facility to successful bidder's deployed resources for connecting their laptops with appropriate security restrictions and ability to establish VPN connectivity for successful bidder team working outside the client facilities
2. No modification to the source code of the application will be done by the bidder
3. Successful bidder to deploy resources from 1-2 weeks from the date of issue of PO
4. Regular Support window is from 9.30 AM to 6.00 PM from Monday to Friday however bidder has to provide the support in 24*7 manner whenever asked by RailTel.
5. RCIL will provide required cloned instances of current Production instance as mentioned below, in addition to existing Production instance:
6. CRP/ Development instance
7. UAT instance
8. RCIL will ensure and provide Network connectivity, communication links, SSL configuration and https configuration on the Dev, UAT and Prod environment.
9. RailTel is not liable for any statutory obligation towards manpower resources provided for ERP support by the selected firm.

CHAPTER-3

F : Schedule of Requirement

SN	Description	Total Amount	Tax Amount	Total Amount including Tax
1	Implementing ERP Up-gradation to EBS 12.2.10 at RailTel as per Scope of Work and Requirement given under Chapter 3 of Tender Document.			

***Note : Tax shall be extra as applicable**

G : Payment Terms

Payment will be paid on receipt of Tax Invoice from the vendor and after certification from DGM/IT based on milestones as under:

Milestone	Payment
On submission of Technical Solution	10% of contract value
On successful UAT	40% of contract value
On Go-Live of successful up-gradation	30% of contract value
On completion of 2 months stabilization period after Go-Live	20% of contract value

CHAPTER-4

A: Pre-Qualification Criteria

The Bidder for support of Oracle ERP suite at RailTel should satisfy all the criteria below on its own:

SN	Criteria	Details	Document Required
1	Company profile and Financials	a) Bidder should have cumulative contract receipt of minimum INR 3.50 crores in last three financial years 2021-22, 2020-21 and 2019-2020. b) Should be a registered company in India. c) The Net Worth of the bidder must be positive for each of the last 3 financial years (2021-22, 2020-21 and 2019-2020). d) Should have office in Delhi /NCR. Note: Details should be provided in the format mentioned in Form-3	a) CA certification with UDIN number is required to be submitted and Audited Balance sheet and P/L statement for last 3 completed financial years (years 2021-22, 2020-21 and 2019-20) duly signed by company secretary. b) Certificate of Incorporation, MOA and related documents. c) Net worth Certificate to this effect from the CA of the company. d) Self-Certificate duly signed by authorised signatory for supporting their geographical presence along with address.
2	Experience in ERP support in Government sector	The Bidder must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: Three order/contracts for Oracle ERP R12 implementation / upgrade / support services of Value not less than Rs. 69 Lakh for each contract with customer from the government/ PSU sector. or Two order/contracts for Oracle ERP R12 implementation / upgrade / support services of Value not less than Rs. 92 lakh for each contract with customer from the government/ PSU sector. or One order/contracts for Oracle ERP R12 implementation / upgrade / support services of Value not less than Rs. 1.38 Cr with customer from the government/ PSU sector. Note : Details should be provided in the format mentioned in Form-4,6	PO copies along with Completion certificates of satisfactory working and value of the work completed from the User Organizations is required to be submitted. (The set of document(s) submitted should clearly certify eligibility criteria and should be verifiable from the user/customer)

3	Company Strength in ERP	Should have at least 50 personnel of Oracle ERP on its own payroll	Self-certificate signed by company secretary with detailed list of resources in format mentioned in Form-5
4	Quality certification	The bidder must have valid (ISO 9001 or ISO 20000) for IT services.	Copy of Valid Quality certifications as on date of bid submission
5	OEM Partners	The bidder should be active partner with ERP OEM M/s Oracle India.	Details/proof of Partnership with Oracle
6	Undertaking for Non-Blacklisting, Arbitration Case, Absence of Conflict of Interest	The bidder should not be blacklisted by any government organisation/ public sector for last 2 years as on the date of submission of bid. Format is provided in Form-11	Self-certificate signed and stamped by authorized signatory
7	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of five years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) comply with the code of integrity as specified in the bidding document.		Self-certificate/undertaking on company letterhead signed and stamped by authorized signatory

CHAPTER-4

B : Bid Evaluation

- a) The bidders' Pre-Qualification Proposal in the bid document would be evaluated as per the requirements specified in the tender document and adopting the pre-qualification criteria spelt out in this tender document. The Bidders are required to submit all required documentation in support of the pre-qualification criteria specified, client contact information for verification, profiles of project resources and all others as required for evaluation.
- b) The bidders shall meet all the mandatory compliance requirements. Failure in meeting the mandatory compliance requirements will result in disqualification of the bidder.
- c) The bids of those bidders who qualify in the pre-qualification process only will be considered for their Commercial bids.
- d) Evaluation will be done on the basis of lowest price offered by the eligible bidder and may be considered for awarding the work being L1.

In case of two Packet

- a) The bidder has to submit the bid in two separate bids containing technical bid and price bid on E-Nivida portal only.
- b) The technical bids of all the bidders will be evaluated first based on the tender conditions/eligibility criteria and the financial bids will be opened only of the technically qualified bidders.

CHAPTER-5

A: Terms and Conditions

1.1 Undertaking

The bidders intending to submit the tender documents shall submit an undertaking to RailTel along with the bid proposal, in the format provided in Form 2 in Chapter-5.

1.2 RAILTEL's Right to Accept/Reject 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.

1.3 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 this documents shall be digitally signed or duly signed & stamped by the bidder including the closing page in token of his having studied the tender document. Original copy of tender document duly signed and stamped by authorized signatory is also required to be submitted along with the offer.

1.4 Period of Validity

Bids shall remain valid for a period of 180 days from the date of opening of the bids.

1.5 Bidding Process (Two Packet System)

The bidding process will consist of two packet system. The detailed technical proposal including 'Price Bid' shall be submitted on e-Nivida portal online.

1.6. Bid Earnest Money (EMD)

a) The tenderer shall furnish a sum as given in EOI Notice as Earnest Money online through E-Nivida Portal.

b) 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 12.

c) Offers not accompanied with valid Earnest Money shall be summarily rejected.

d) 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.

e)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 12.

f)Earnest Money will bear no interest.

1.6.1 For Micro and Small Enterprises (MSEs)

1.6.1.1 "MSEs registered under Udyam Registration shall be eligible for exemption from payment of EMD and tender cost. However, Turnover and Investment limit condition of MSEs should be in synchronization of the following points as mentioned in MSEs act:

a. Annual Turnover value should not exceed the limit of Rs. 5 Cr for Micro enterprise and Rs. 50 Cr for small enterprise.

b. The limit of investment in Plant and Machinery or Equipment for micro enterprises should not exceed Rs. 1 Cr and for small enterprises should not exceed Rs. 10 Cr.

1.6.1.2 RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for m1xchange Platform is <https://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.

1.6.1.3 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.

1.6.1.4 The MSEs must also indicate the terminal validity date of their registration

1.6.1.5. Failing 1.6.1.3 and 1.6.1.4 above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.

1.7 Liquidated Damages

Liquidated damages shall be applicable at the rate of 0.5% per week or part thereof for undelivered portion subject to maximum of 10% of the total payment for that period.

1.8 Variation in Quantity

The Contract value may vary within +/-25% of the grand total of schedule of requirements as included in the Letter of Acceptance to tender, in case of variation in quantities the contractor shall be bound to carry out the work at the rates agreed in the schedule up to the limit of +/-25% variation in the value of contract and shall not be entitled to any claim or any compensation whatsoever.

1.9 DELETED

1.10 Delivery Period

The selected bidder shall complete the up-gradation project as per scope of work within 4-6 months from the date of issue of Purchase order by RailTel. There shall be 2 months stabilization period w.e.f Go-Live of successful up-gradation.

1.11. DELETED

1.12 Security Deposit / Performance Bank Guarantee:-

The bidder is required to submit a Performance Bank Guarantee (PBG) for sum equal to 03% of PO/contract value within 15 days of the issue of PO for the satisfactory performance of services covered in SOR given in Chapter 3-F valid for a period of 4 months beyond the contract period with claim period of 1 year. The earnest money shall be released on submission of PBG. The Proforma for PBG is given in Chapter 5 Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately.

Extension of time for submission of PBG beyond 15(fifteen) days and up to 30 days from the date of issue of PO may be given with the approval of contract signing authority. However, a penal interest of 15% per annum shall be charged for the delay beyond 15(fifteen) days, i.e. 16th day after the date of issue of PO. In case the contractor fails to submit the requisite PBG even after 30 days from the date of issue of PO, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender of the work.

- 1.12.1 The Performance Bank Guarantee (security deposit) will bear no interest.
- 1.12.2 This PBG would be released after satisfactory completion of contract period.
- 1.12.3 The contractor is required to sign agreement with RailTel for the project along with the submission of PBG.

Note:

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

1.12.4 No Interest on Earnest Money and Performance Security:

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

1.13 Prices and Taxes:-

- a. The prices for the services shall be in INR which will be the currency of account invoicing and payment.
- b. Price will not include the cost of any financing (if any).
- c. The Tax shall be extra as applicable at the time of invoicing.

1.14 Tenderers Address

Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the Tenderers by post at his said address shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered post.

1.15 Law governing the contract

The contract shall be governed by the law for the time being in force in the Republic of India. Compliance to regulations and bye-laws-The contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulation or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

1.16 Force Majeure clause

If at any time, during the continuance of this contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earth quakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/regulation, order of requisitions issued by any Government Department of Competent Authority or acts of God (here-in-after referred to as event) then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the obligations under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, Provided further that if the performance in whole or part of any obligation under this contract of prevented or delayed by reason of any such event beyond a period as mutually agreed to by the RailTel and the Contractor after any event or 60 days in the absence of such an agreement

whichever is more, either party may at its option to terminate the contract provided also that if the contract is so terminated under this clause the RailTel may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

1.17 Settlement of Disputes and Arbitration

If any matter arises between the parties about this agreement then the parties shall meet to discuss the matter and shall negotiate in good faith to endeavour to resolve the matter; however if any matter arising has not been resolved by the parties within thirty (30) days after the date the party raising the matter gave notice of it to the other party then the matter shall be submitted by either party to Arbitration.

- a. Arbitration shall be held in New Delhi, India. The arbitration shall be conducted as per the provisions of Indian Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof.
- b. The arbitration shall be conducted by a sole arbitrator appointed by CMD/RailTel.
- c. The arbitration proceedings shall be conducted in the English language.
- d. The decision of the arbitrator thereon shall be final, conclusive and binding on both the parties to the Agreement.
- e. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides.

1.18 Credential Verification:

1.18.1. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/ certificates in support of credentials, submitted by the tenderer, shall be self-attested/ digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature and stamp (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender.

1.18.2. The tenderer shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is available in Chapter-5 of this tender document (Form-10). Non-submission of an affidavit by the bidder shall result in summary rejection of his/their bid and it shall be mandatory incumbents upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualification Criteria mentioned in the tender document. It will not be obligatory on

the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

- a. The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.
- b. In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

1.19 Limitation of Liability

The Maximum Liability of tenderer to any Loss/Damages to RailTel including Liquidity Damages and Performance Guarantee shall be limited to 100% of Value of contract.

1.20 Termination for Insolvency

The purchaser may at any time terminate the LOA/Sub PO/PO by giving written notice to the tenderer, without compensation to the tenderer, if the tenderer 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.

1.21 Illegal Gratification

Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the contractor or his partner, agent or servant or anyone on his behalf to any officer or employees of the RailTel, or to any person on his behalf in relation to obtaining or the execution of this or any other contract with the RailTel shall, in addition to any criminal liability which he may incur, subject the contractor to the rescission of the contract and all other contracts with the RailTel and to the payment of any loss or damage resulting from such decision and the RailTel shall be entitled to deduct the amounts so payable from any moneys due to the Contractor (s) under this contract or any other contracts with the RailTel.

The contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the RailTel and if he shall do so, the RailTel shall be entitled forthwith to rescind the contract and all other contracts with the RailTel. Any question or dispute as to the commission or any offence or compensation payable to the RailTel under this clause shall be settled by the Regional General Manager of RailTel, in such a manner as shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the contractor will not be paid any compensation whatsoever except payment for the work done up to date of rescission.

1.22 LABOUR LAWS

1.22.1 Wages to Labour

The contractor shall be responsible to ensure compliance with the provisions of the Minimum Wages Act, 1948 (hereinafter referred to as the “said Act”) and the Rules made there-under in respect of any employees directly or through petty contractors or sub-contractors employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract. If in compliance with the terms of the contract, the contractor supplied any labour to be used wholly or partly under the direct orders and control of the RailTel whether in connection with any work being executed by the contractor or otherwise for the purpose of the RailTel such labour shall, for the purpose of the clause, still be deemed to be persons employed by the contractor. If any moneys shall as a result of any claim or application made under the said Act be directed to be paid by the RailTel, such moneys shall be deemed to be moneys payable to the RailTel by the Contractor and on failure by the contractor to repay any moneys paid by it as aforesaid with seven days after the same shall have been demanded, the RailTel shall be entitled to recover the same from any moneys due or accruing to the contractor under this or any other contract with the RailTel.

1.22.2 Apprentices Act

The contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act 1961 and the Rules and Orders issued there-under from time to time in respect of apprentices directly through petty contractors or sub-contractors employed by him for purpose of carrying out the contract. If the Contractor directly or through petty contractor or sub-contractors fails to do so, his failure will be breach of the contract and the RailTel may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

1.22.3 Provisions of Payments of Wages Act

The Contractor shall comply with the provisions of the payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. If in compliance with the terms of the contract, the contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall nevertheless be deemed to comprise persons employed by the contractor, and any moneys which may be ordered to be paid by the Engineers shall be deemed to be moneys payable by the Engineer on moneys due to the contractor in terms of the contract (whether under this contract or any other contract all moneys paid or payable by the RailTel by way of compensation of aforesaid or for costs of

expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the contractor.

1.22.4 Provision of Contract Labour (Regulation and Abolition) Act 1970

a.The contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Act, Central Rules 1971 as modified from time to time, whenever applicable and shall also indemnify the RailTel from and against any claims under the aforesaid Act and the Rules.

b.The contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.

c.The contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the work including any engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

d.In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract the contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.

e.In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the RailTel is obliged to pay any amount of wages to a workmen employed by the contractor or his sub-contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act the Rules or to incur any expenditure on account of the contingent liability of the RailTel due to contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules the RailTel will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the RailTel under section 20, sub section (2) and section 2 sub-section (4) of the aforesaid Act, the RailTel shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the RailTel to the contractor whether under the contract or otherwise. The RailTel shall not be bound to contest any claim made against it under sub section (1) of section 20 and sub section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the RailTel full security for all costs for which the RailTel might become liable in contesting such claim. The decision of the RailTel

regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.

1.22.5 Reporting of Accidents to Labor

The contractor shall be responsible for the safety of all employees directly or through petty contractors or sub-contractors employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineer's representative and shall make every arrangement to render all possible assistance.

1.22.6 Provisions of Workmen's Compensation Act

In every case, in which by virtue of the provision of section 12 sub section (1) of the Workmen's Compensation Act, 1923, RailTel is obliged to pay compensation to workman directly or through the petty contractor employed by the contractor or sub-contractor, in executing the work, RailTel will recover from the contractor the amount of the compensation so paid, and without prejudice to the right of RailTel under section 12 sub section (2) of the said Act. RailTel shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by RailTel to the Contractor whether under these conditions or otherwise, RailTel shall not be bound to contest any claim made against it under Section 12, Sub Section (1) of the said Act except on the written request of the contractor and upon his giving to RailTel full security for the all costs for which RailTel might become liable in consequence of contesting such claim.

1.23 Determination of Contract

- a. RailTel shall be entitled to determine and terminate the contract at any time, should in the RailTel's opinion, the cessation of the work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the RailTel of such determination and the reasons thereof shall be conclusive evidence thereof.
- b. Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the RailTel shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfactions of the Engineer. The RailTel's decision on the necessity and property of such expenditure shall be final and conclusive.
The contractor shall have no claim to any payment of compensation of otherwise, however on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

1.24 Termination for Default

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

- a. If the tenderer fails to perform satisfactory support work as per tender requirement;
- a. If the tenderer fails to perform any other obligation(s) under the contract; and
- b. If the tenderer, 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.

1.24.1 Right of RAILTEL after termination of contract owing to default of contractor

- a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- b) The Engineer or Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery or buildings on the works or on the property on which these are being or ought to have been executed, and to retain the employ the same in further execution of the works without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- c) The Engineer shall, as soon as may be practicable after removal of the contractor fix and determine expert or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) has at the time of termination of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract what was the value of any unused or partially use materials, any constructional plants and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

1.25 Pre- Bid Conference & Clarification Requests

As per BDS Chapter-2A and in a format as per Chapter 5 Form-8.

1.26. Submission of Offers

All offers in the prescribed forms should be submitted online before the time and date fixed for the receipt of the offers.

- a) In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.
- a) **ATTESTATION OF ALTERATION:** No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer/ tenderers in his/their entries must be signed (not initialed) by him/them.
- a) The tenderer shall submit digitally signed copy of Tender Document / Corrigenda downloaded from RailTel E-NIVIDA Portal.
- a) The offer shall be submitted in two packet for Technical and Commercial / Price Bid.

1.27 The bid shall consist of the following:

- a. Offer Letter complete as per Chapter 1.
- b. Schedule of Requirements shall contain the quantity and price of each item quoted exactly according to the proforma and schedule of requirements in a format mentioned in chapter-3 F.
- c. Details and proof of EMD and Tender cost submission. Valid MSME Udyam Certificate in case of exemption.
- d. Undertaking from System Integrator as per Form-2 (Chapter 5)
- e. Constitution of Firm documents
- f. Power of Attorney as per Form-9 (Chapter 5)
- g. Undertaking on Clause wise compliance to tender conditions. Deviation statement if any.
- h. Copies of purchase orders, balance sheet and other documents in support of meeting qualifying criteria.
- i. Affidavit as per Form-10 (Chapter 5)
- j. Signed and stamped copy of Tender document by authorised signatory
- k. Tenderer should submit the soft copy in PDF format of offer online on **RAILTEL E-NIVIDA** Portal.
- l. Tenderer should submit the details of technical proposal as mentioned in Form-7
- m. Any other information desired to be submitted by the tenderer.

1.28 Constitution of Firm and power of Attorney

- a) As sole proprietor of the concern or as attorney of the sole Proprietor.
- b) As a partner or partners of the firm.
- c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.

- d) In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorised by all of them should sign the tender and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
- e) The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.
- f) In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorised translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.
- g) The duly notarized Power of Attorney shall be submitted as per format at Form-9. The proof (board resolution or company annual report) of person/official who is authorised to issue POA to tender's authorised signatory shall also be uploaded along with POA.

1.29 Opening of Tender

Tenderer's Bids will be opened online on E-Nivida Portal on specified date & time as mentioned in BDS Chapter 2-A of the Tender document.

1.30 Non-Transferability & Non-Refundability

The tender documents are not transferable. The cost of tender paper is not refundable.

1.31 Errors, Omissions & Discrepancies

The Contractor(s) shall not take any advantage of any mis-interpretation of the conditions due to typing or any other error and if in doubt, shall bring it to the notice of the purchaser without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the mis-interpretation shall be entertained.

1.32 Wrong Information by Tenderer

If the tenderer/s deliberately gives/give wrong information in his/their tender which creates/create circumstances for the acceptance of his/their tender the RailTel reserves the right to reject such tender at any stage.

CHAPTER-5

B : INSTRUCTIONS TO THE BIDDERS

1. General

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

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

More information useful for submitting online bids on the e-tender Portal may be obtained at:

<https://railtel.enivida.com>

2. REGISTRATION:

a) Bidders are required to enrol on the e-Procurement Portal (URL: <https://railtel.enivida.com>) with clicking on the link “Online bidder Registration” on the e-tender Portal by paying the Registration fee Per vendor/per year.

b)As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

c)Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.

d)Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

e)Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

f)Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

g)**The scanned copies of all original documents should be uploaded in pdf format on portal <https://railtel.enivida.com>.**

h)**After completion of registration payment, you need to sends your acknowledgement copy on our help desk mail id ewizardhelpdesk@gmail.comforactivation of your account.**

SEARCHING FOR TENDER DOCUMENTS:

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

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

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

e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored(unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cell should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

f) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

h)The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

i)Upon the successful and timely submission of bid click "Complete"(i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.

j)The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

a)Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

b)Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the 24x7 Helpdesk Support.

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

1. Helpdesk landline No: 011-49606060
2. Mr. Amrendra (8448288980)
3. Mr. Birendra Kumar (8448288988)

RailTel Contact-I (for general Information)

RailTel's Contact Person / Designation

Rosy Sharma, AGM/DNM

Telephone/ Mobile: 9717644018

E-mail ID: rosys@railtelindia.com

RailTel Contact-II (for general Information)

RailTel's Contact Person / Designation

Naresh Kumar, DGM/IT

Telephone/ Mobile: 9717644088

E-mail ID: naresh.kumar@railtelindia.com

3. Bid related Information for this Tender

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

Broad outline of submissions are as follows:

1. Submission of Bid Security/ Earnest Money Deposit (EMD)
2. Submission of digitally signed copy of Tender Documents/Addenda
3. Two Packet
4. Online response to Terms & Conditions of Tender.
5. (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal bid.

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

4. Online Submissions:

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

- i. EMD submission as per details mentioned in EoI notice.
- ii. Tender Cost submission as per details mentioned in EoI notice.
- iii. Power of attorney to be submitted online. The Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- iv. In case bidder happens to be an MSE bidder, the documentary evidence for same shall be submitted on line.

5. Submission of Eligibility Criteria related documents

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

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

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

6. Instructions for Tender Document TO THE BIDDERS

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

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

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

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

CHAPTER-5

Form No. 1

Performa for Performance Bank Guarantee **PERFORMANCE BANK GURANTEE BOND**

(On Stamp Paper of Rs One Hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited, **Plate-A, 6th Floor, Office Block Tower-2, 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 Agreement No. dated made between and for (hereinafter called “the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We, (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

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.

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

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

We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the 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 (1) We shall be discharged from all liability under this Guarantee thereafter.

We,.....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) Supplier(s).

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

Dated the day of 2023

for
(Indicate the name of the Bank)

Witness

Signature
Name

Signature
Name

Form 2: Undertaking from System Integrator

(Company letter head) [Date]

To

RailTel Corporation of India Limited,

Plate-A, 6th Floor, Office Block,

Tower-2, East Kidwai Nagar,

New Delhi - 110023

Sir,

Sub: Undertaking on Non- disclosure of contract documents

I/We do hereby undertake that we shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information to any third party.

I/We do hereby undertake that except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information to any third party.

For and on behalf of the Bidder

(Signature)

(Name of the Authorized Signatory)

Date

Address

Location

Form 3 : Proforma for Submitting Bidder firm profile

S N	Particulars	Response
1	Company Name	
	Legal Name (if different)	
	Full Mailing Address	
	Telephone Number	
	FAX Number	
	Web site	
	Years in Business	
	Year of establishment	
2	Details of Indian Establishment	
	Registered Office address	
	Year of establishment	
	Head of the Indian establishment	
3	SPOC (Single point of Contact)	
	Mobile	
	E-mail	
4	Whether registered with Registrar of Companies/ Firm. If so, please furnish details thereof (Attach certificate of incorporation)	
5	Registration with Tax authorities (PAN)	
6	Audited Turnover in last three years.	
7	Number of clients	
8	Number of technical/support personnel	
9	CIN Number, TAN Number & PAN Number	

(Soft Copy to be submitted in Excel format)

Form 4 : Proforma for Submitting Details of Projects undertaken

Sl. No.	Project	Project executed for (Name of the organization with address, phone numbers etc.)	Nature of work in brief	Location of the work	Actual value of the Project	Duration	Status (on going / Completed)



Form 5 : Proforma for Submitting Key Personnel Employee details

S.No	Name	Qualification	Experience	Particulars of Project done	Employed in your firm since	Any other details



Form 6 : Proforma for Submitting Project/Customer references details

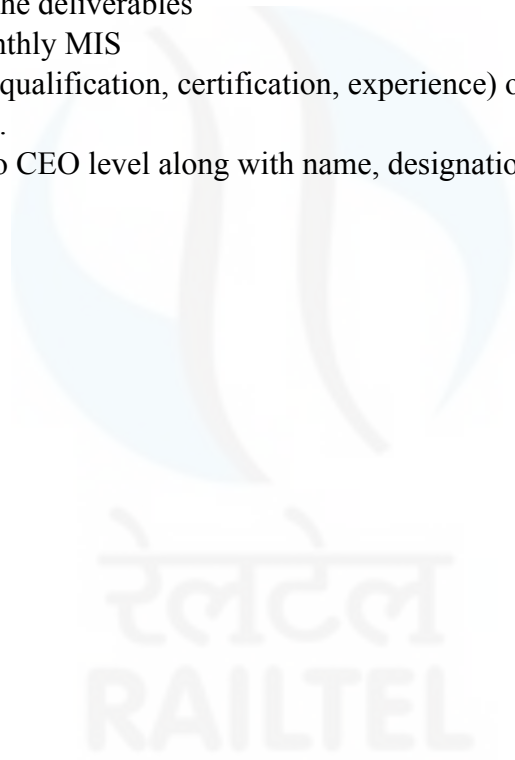
S.N	Particular	Response
1	Organization Name	
2	Address	
3	Type of Business	
4	Contact Person	
5	Telephone and Fax numbers	
6	Dates of Installation	
7	Description of system	



Form 7 : Proforma for Submitting Technical Proposal

The technical proposal should address the following at the minimum:

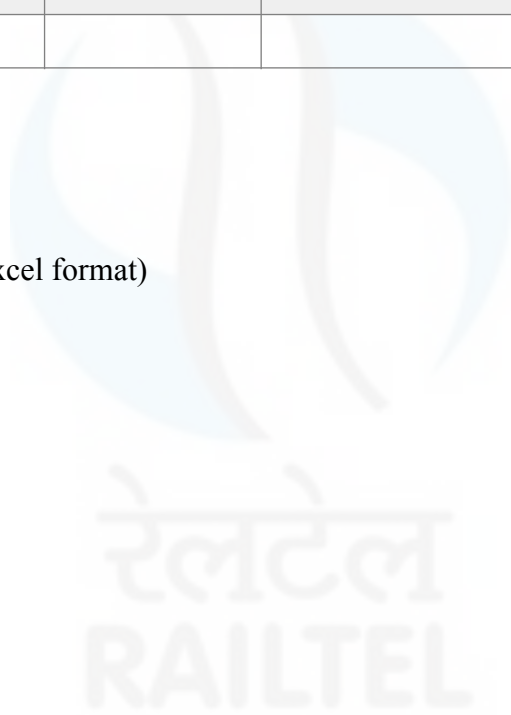
- i. Up-gradation solution plan and methodology
- (ii) Operations plan and methodology
- (iii) Quality parameters of the deliverables
- (iv) Daily, weekly and monthly MIS
- (v) Detailed CVs (including qualification, certification, experience) of the key resources assigned to the project.
- (vi) Escalation matrix up to CEO level along with name, designation, mobile no, email id, Landline numbers.



Form 8 : Proforma for Submitting Pre-Bid Queries

SN	Chapter No.	Page No.	Clause / Sub Clause No.	Clause Description	Query

(Soft Copy to be submitted in Excel format)



Form No. 9
Format for Power of Attorney

POWER OF ATTORNEY

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

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

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

(Add in the case of a Consortium)

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

Dated this the _____ day of _____ 2023

(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

i. To be executed by all the members individually.

ii. The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Form No. 10

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

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

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

M/s _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

I/we the tenderer (s), am/are signing this document after carefully reading the contents.

I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.

I/we hereby declare that I/we have downloaded the tender documents from RailTel/E-NIVIDA website www.railtelindia.com/https://railtel.enivida.com/. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.

I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.

I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.

I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the tenderer)** _____ and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.

I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

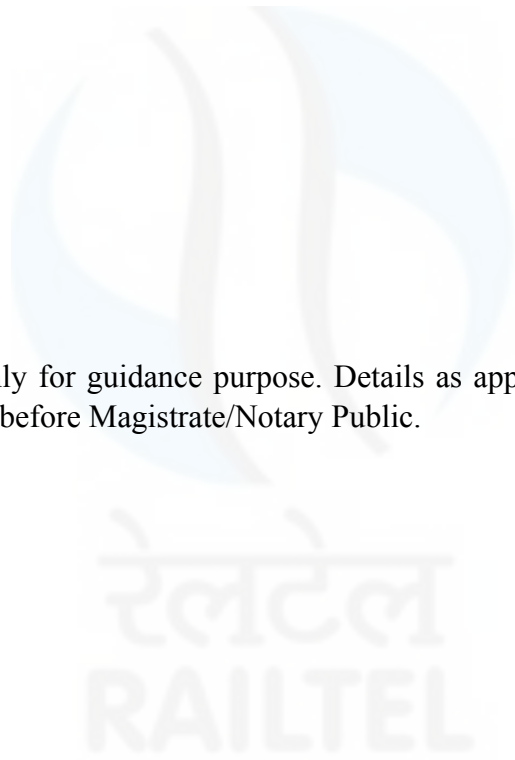
I/We above named tender do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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



Form No. 11

Undertaking for Non-Blacklisting, Arbitration Case, Absence of Conflict of Interest
(On Organization Letter Head)

Bid Ref No. :

Date:

To,

General Manager (ITP),
RailTel Corporation of India Limited,
Plate-A, 6th Floor, Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110023

Ref : E-Tender No. RailTel/Tender/OT/CO/ITP/2022-23/ERP version upgrade/02

Dear Sir/Ma'm,

I, the undersigned, on behalf of M/s , hereby submits that

- i. We are not blacklisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body from last 2 years at the time of submission of bid.
- ii. We are not having any ongoing or past, arbitration case(s) with RailTel or CUSTOMER or Organizations under Indian Railways, at the time of submission of bid.
- iii. We are not in position of conflict-of-interest (as defined in the EOI/RFP document) at the time of submission of bid.

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

Signature of Authorised Signatory

Name

Designation

Chapter -6

CHECK LIST (To be filled up & uploaded)

SN	Have you submitted the following documents?	Submitted / complied or Not	Page No./ref No. of Offer
1	Cost of tender document. (Tender notice)		
2	EMD Fee (Tender Notice)		
3	Power of attorney (Clause no. 1.28, Chapter-5)		
4	Offer Letter duly signed by authorized signatory(Chapter -1 of Tender Document)		
5	Complete tender documents digitally signed or duly signed & stamped on each page in token of acceptance		
6	MSE/NSIC certificate issued from Govt as a documentary evidence, in case of MSE bidder		
7	Deviation Statement, if any(Chapter wise and Clause wise from Technical Specification & Tender conditions)		
8	Documentary proof for qualifying criteria(Clause 4.6, Chapter 4A of Tender Document)		
9	Affidavit (Form -10)		
10	Undertaking from SI (Form-2)		
11	Technical Proposal		
12	SOR (Commercials)		

...END of Tender Document...