

RAILTEL CORPORATION OF INDIA LTD.

(A Govt. of India Enterprise)

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

TENDER DOCUMENT

FOR

Empanelment of Consultants

No: RCIL-CO0EB(BD)/2/2023-O/o ED/EB/CO/RCIL/1

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रेलटेल
RAILTEL

RAILTEL CORPORATION OF INDIA LTD

(A Govt. of India Enterprise)
CIN No L64202DL2000GOI107905
OPEN -E TENDER NOTICE

Tender No. RCIL-CO0EB(BD)/2/2023-O/o ED/EB/CO/RCIL/1 Dt: 23-Feb-2024

RailTel Corporation of India Ltd. invites E (Online)- Tenders from eligible bidders for **Empanelment of consultants** as per specifications and schedule of requirements of tender document.

Tender Notice is available on RailTel's website www.railtelindia.com. Tender Notice and Tender documents are available at Central Public Procurement Portal - - <https://eprocure.gov.in/epublish/app> and RailTel's E- Nivida portal- <https://railtel.enivida.com> for downloading **The Online bid-submission is to be done at RailTel's E- Nivida portal only.**

Opening Date of Tender document Downloading	23-Feb-2024
Pre-bid Queries	On or before 29-Feb-2024 (maximum by 11:00 Hrs) should reach at manish@railtelindia.com , kamal.kaushaik@railtelindia.com , with cc to avagnihotri@railtelindia.com .
Due Date and time of Submission of bids hrs	15-March-2024 till 15:00 Hrs
Date and time of Opening of Bids hrs	15-March-2024 at 15:30 hrs
Tender Cost (fee)	Rs. 5000 (Plus GST @ 18%)
Earnest Money Deposit (EMD)- in form of EMBG	Rs. 5,00,000 (Five Lakhs only)
Contact Person and email	GM/BD avagnihotri@railtelindia.com

Note: Any modification/corrigendum/addendum will be published in the RailTel website, RailTel E- Nivida portals and CPPP portals only.

RailTel Corporation of India Ltd.

Corporate Office, 6th Floor, Plate- A,
Office Block-2, NBCC Building,
East Kidwai Nagar,
New Delhi- 110023.
Tel: +91 11 22900600
FAX: +91-11-22900699

For more details please visit – www.railtelindia.com and <https://railtel.enivida.com>



रेलटेल
RAILTEL

रेलटेल कारपोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उपक्रम)

सीआईएन सं. L64202DL2000GOI107905

खुली (ई-) निविदा सूचना

निविदा सं. RCIL-CO0EB(BD)/2/2023-O/o ED/EB/CO/RCIL/1

दि: 23-Feb-2024

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड निविदा दस्तावेज की आवश्यकताओं की विशिष्टताओं और अनुसूची के अनुसार सलाहकारों के पैनल में शामिल होने के लिए पात्र बोलीदाताओं से ई (ऑनलाइन) - निविदाएं आमंत्रित करता है।

निविदा सूचना रेलटेल की वेबसाइट www.railtelindia.com पर उपलब्ध है। निविदा सूचना और निविदा प्रलेख केंद्रीय सार्वजनिक खरीद पोर्टल- <https://eprocure.gov.in/epublish/app> और रेलटेल ई-निविदा पोर्टल- <https://railtel.enivida.com> पर डाउनलोड करने के लिये उपलब्ध हैं। ऑनलाइन बोली प्रस्तुति केवल रेलटेल के ई-निविदा पोर्टल पर जमा की जानी है।

निविदा दस्तावेज डाउनलोड के खुलने की तारीख : 23-Feb-2024

प्री-बिड Queries

on or before 29-Feb-2024 (maximum by 11:00 hrs) should reach at manish@railtelindia.com, kamal.kaushaik@railtelindia.com, with cc to avagnihotri@railtelindia.com

आरएफपी प्रस्तुत करने की देय तारीख और समय : 15-March-2024 को 15:00 बजे तक

बोलियां खोलने की तारीख एवं समय : 15-March-2024 को 15:30 बजे

निविदा मूल्य : 5000/- रु. (जीएसटी अतिरिक्त @ 18%)

बयाना राशि निक्षेप (EMD) -ईएमबीजी के रूप में : 5 (पाँच) लाख रु.

संपर्क व्यक्ति और उसका ईमेल : महाप्रबंधक/व्यापार विकास
avagnihotri@railtelindia.com

टिप्पणी: कोई भी संशोधन/ शुद्धिपत्र/ कुछ जोड़ा जाना केवल रेलटेल की वेबसाइट, केंद्रीय सार्वजनिक खरीद पोर्टल और रेलटेल ई- निवेदा पोर्टलों में ही प्रकाशित किया जाएगा।

रेलटेल कॉर्पोरेशन ऑफ इंडिया लि.

कॉर्पोरेट कार्यालय, 6 वीं मंजिल, प्लेट- ए,

कार्यालय ब्लॉक -2, एनबीसीसी बिल्डिंग,

ईस्ट किदवई नगर,

नई दिल्ली- 110023.

दूरभाष: +91 11 22900600

फैक्स: +91-11-22900699

अधिक जानकारी के लिए कृपया – www.railtelindia.com और <https://railtel.enivida.com> देखें

RAILTEL INTRODUCTION

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

RailTel has approximately 61000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High-Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, the country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director 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): Presently, RailTel holds Infrastructure Provider -1, National Long Distance Operator, International Long Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers: One of the objectives of formation of RailTel was to spread telecom revolution in the remote and backward areas of the country by building state of the art multimedia network. In this process, RailTel has implemented a country wide MPLS-IP backbone network to provide a whole range of VPN & Internet services. The network has been built using high end routers of Juniper network. The network supports services like Layer 3 and Layer 2 VPN services, broadband internet access, multicast services etc. The MPLS network has POPs at 40 cities across the country and is in process of being extended to other important cities/towns also. RailTel is now entrusted with a transformational agenda by the Government of India with various strategic projects which are of national importance.

1. National BroadBand Network
2. National Knowledge Network
3. Alternative Network For National Security
4. Intelligent Network Infrastructure for Smart City Communications
5. Rural BroadBand
6. National Infrastructure Disaster Response Management
7. Public Safety and Security
8. Technological Innovation and Invention

Section 1

Instructions to Tenderers and Conditions of Tendering

NAME OF WORK: Empanelment of Consultants.

1. SCOPE OF WORK:

Towards e-governance initiatives, RailTel proposes to empanel reputed consultancy firms having relevant experience in the key ICT domain areas. The empanelled bidders would be expected to provide consultancy to the on-going/new projects.

1.1 The empanelled bidders would be expected to provide consultancy to the ongoing/new projects and other activities mentioned in section 2 of this RFP. Such support would be for a definite period and will not amount to any kind of employment obligation on the part of RailTel. Annexure – 3 lists out Educational Qualifications & Experience of the consultants to be deployed on RailTel projects.

1.2 Maximum up to Five Bidders will be empanelled for providing consultancy support for the indicative list of jobs defined in the section of 2 of this RFP. The empanelment will be initially for a period of three years, which can be extended through mutual consent for a further period up to 5 years from the date of initial empanelment.

2. CLARIFICATION REQUESTS:

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

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

Contact : K.K.Kaushaik
Position : Joint GM (Enterprise Business)
Email : kamal.kaushaik@railtelindia.com

In case of difficulties-

Contact : Alok Agnihotri
Position : General Manager (Business Development)
Email : avagnihotri@railtelindia.com
Telephone : +91 11 22900600
Fax : +91 11 22900699

Bidder should be an individual organization i.e. a single bidding entity. Consortiums/Joint Venture/ subsidiaries are not allowed. The credentials of subsidiaries or affiliated companies will not be considered for the evaluation.

3. TENDER BID:

3.1 Packet A (EN-01 and EN-02):

EN-01: EMD and Tender Fee: The document shall contain UTR Numbers of transaction/Date of online transaction of EMD and Tender Fee amount paid online in RailTel Collection Account/proof of transaction to be submitted online on RailTel E-tendering portal.

EN-02 Credential Bid: Documents as per the eligibility criteria mentioned in Section-3. shall be submitted online on RailTel E-tendering portal.

NOTE: Packet A shouldn't contain the financial bid information (Annexure-AF and Annexure-DF), in either explicit or implicit form; otherwise, the bid will be rejected.

3.2 Packet B (EN-03):-

EN-03 Abridged Financial Bid: The document shall contain only the Abridged Financial Bid as per Annexure-AF of the tender document.

3.3. Packet C (EN-04):-

EN-04 Detailed Financial Bid: The Document shall contain Only the Detailed Financial Bid as per Annexure-DF of the tender document.

The submission of the entire Bid would be online on the e-Tendering Portal-<https://railtel.enivida.com> (unless otherwise specified herein in the section titled 'Offline Submissions'). Broad outline of the Bid submission are given at **Section -6)**

4. OPENING OF BIDS:

This E-Tender is based on **Three Packet bid system** i.e. Technical bid (Packet A), Financial Bid/Annexure-AF (Packet B) and Financial Bid/Annexure-DF (Packet C). This e-Tender should be submitted online in three packet marked as **“PACKET –A”, “PACKET –B” and PACKET-C.**

- a) **Packet–A** which is the technical offer, will be opened first at given date (in Tender Notice above) and shall consist of:
 - i. **EN-01: EMD and Tender Fee:** The EMD & Tender Fee document will be opened. Bids not accompanied with the requisite EMD and Tender fee transaction/UTR number details and amount (in case of downloaded from RailTel's website) shall be returned/posted back to the bidders. Earnest Money Deposit to be paid through NEFT only. Cost of e-tender document to be paid through NEFT only.

EN-02 Credential Bid: Credential bid (and Credential bid modifications, if any) do of only those bidders, whose EMD and Tender fee are in order and submitted online, shall be opened in the same session.

b) Packet – B which is the financial offer/Annexure-AF:

Packet-B i.e. Abridged Financial (As per Annexure-AF) : *Packet B” of only eligible participants* (whose PQ and TQ qualify and who have secured greater than or equal to 60% of maximum marks (as per the prescribed eligibility conditions and other tender terms without any deviations)) shall be opened on a notified date and time which will be communicated later on. ***And based on Packet-B, L-1 Bidder will be identified.***

c) Packet – C which is the financial offer/Annexure-DF:

Packet-C i.e. Detailed Financial Bid (As per Annexure-DF): Packet C will only be opened of the L-1 Bidder (Who has been identified as L-1 as a result of Packet B Opening) on a notified date and time which will be communicated later on.

Note: The value given in **Detailed Financial Bid-Annexure-DF (Packet-C) should match with the corresponding Abridged Financial Bid-Annexure-AF (Packet-B) in totality.**

5. QUALIFYING CRITERIA:

For qualifying in credential bid the bidder shall be required to meet the eligibility requirements as given in Section-3 of the tender document. It will be incumbent on the part of tenderer to list specifically the details in respect of each of the sub clauses of Section-3 as to how the tenderer fulfils the criteria.

6. 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.

7. LAST DATE OF SUBMISSION:

The tender bids shall be received as per due date and time mentioned in tender notice. Any bid received after the prescribed deadline for submission of bids will be summarily rejected and returned unopened to the Bidder. RailTel shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

8. DATE OF OPENING OF TENDER:

The Credential bid along with EN-01 will be opened as per due date and time mentioned in tender notice.

9. EARNEST MONEY:

The Bidder is required to pay the EMD amount of Rs 5,00,000/- towards EMD Cost. The

mode of payment of EMD will be as under

“EMD must accompany all tender offers as specified in this tender document and to be paid online at RailTel E-nivida website. Additionally, the option of direct NEFT/RTGS payment to RailTel account is also provided. In all these cases, the payment NEFT/RTGS transfer to be received before the due date and time of submission of RFP offers. **However, direct payment at RailTel E-nivida website is the preferred mode of submission for both Tender Participation fee and EMD.** In all cases, Bid received without Tender Participation fees and EMD as specified in this RFP will summarily be rejected.”

- “Bank Details for NEFT/RTGS payment: (copy of NEFT/RTGS payment to be uploaded under payment section at E-Nivida website. DD Option to be chosen in E-nivida website for this purpose-

Bank Name- UNION BANK OF INDIA

Bank Account no:340601010050446

IFSC: UBIN0534064

MICR:110026012

Account name: RailTel Corporation of India Ltd

Bank and branch Address: Union Bank of India, Yusuf Sarai Branch, C-1, Green Park Extension, Arvindo Marg, New Delhi-110016

- DD/Offline mode of payment is not allowed for any payments under this RFP.

10. TENDER COST:

The Bidders shall furnish an amount of Rs. 5,000+ GST (Rs. Five Thousand + GST towards Tender Fee). Mode of Payment for Tender Cost will be as per the instructions given in Clause no 9 above. Tender fee is non-refundable.

11. BID VALIDITY:

All the bids must be valid for a period of 180 days from the date of tender opening for placing the initial order. However, the rates should be valid for the initial/extended period of empanelment from the date of empanelment. No request will be considered for price revision during the empanelment (contract) period. If necessary, RAILTEL will seek extension in the bid validity period beyond 180 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.

12. SECURITY DEPOSIT:

On receipt of Letter of Acceptance of Tender from the RailTel, the tenderer shall, within a period of 15 days, submit the security deposit of Rs. 10,00,000 (Rs. Ten Lakhs) in the form of Bank Guarantee from a scheduled commercial bank in the format prescribed at Annexure 5 payable on demand, for the due performance and fulfilment of the contract by the bidder for the duration of the empanelment or extended period, in favour of RailTel Corporation of India Limited . On receipt of BG, EMD Amount will be refunded without any interest.

PBG shall be invoked by Authority, in the event the Bidder:

- a) Fails to meet the overall penalty condition as mentioned in Clause d) of Section 7 or any changes agreed between the parties,
- b) Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of Authority,
- c) Misrepresents facts/information submitted to Authority

The performance bank guarantee shall be valid till empanelment period. The performance bank guarantee may be discharged/returned by Authority upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

In the event of the Bidder being unable to service the contract for whatever reason(s), Authority shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Authority under the contract in the matter, the proceeds of the PBG shall be payable to Authority as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.

Authority shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default. Authority shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

Section 2:

Indicative list of Consulting jobs & Special Conditions of Contract

- 2.1 The empanelled bidders will provide consultancy services anywhere in India. However, a professional would be entitled to TA/DA if s/he is asked to go on tour for project work from her/his project site. The professionals have to use their own laptops, mobile etc. for doing the project work. TA/DA rates are given in Clause c & d of section 8. The tentative list of project locations shall include metro cities and state capitals across India. Lodging facilities will be provided in accordance with the provisions outlined in the RCIL HR policy, corresponding to the equivalent position mentioned in the bid document.
- 2.2 The jobs to the empanelled bidders shall be assigned in two ways. Where the need of consultant(s) is distinctly identifiable, the consultant(s) will be hired as per the finalized rates. Otherwise in majority of the cases financial bids as per Annexure-2 will be invited from the empanelled bidders against a clearly defined scope of work.

An indicative list of jobs which the empanelled bidders would be expected to perform through their consultants is as given in the table. The consulting firms must have consultants experienced in various disciplines.

Consulting Jobs	Jobs requiring execution by the empanelled bidders
IT road map	Various IT solutions OSS,BSS,CRM, ERP and other similar IT solutions
New Initiatives in IT, Telecom and Railway sector	RFP preparation for ICT infrastructure & services
Business Plan creation & implementation strategy	Preparation of MOU/Agreements
Project Formulation and/or Appraisal	Tender evaluation & vendor selection

Strategy, Planning & Implementation of JVs, Subsidiaries, Partnership etc. in business domain	Project Management
Strategy & Planning for Service/ Infrastructure/Product Rollout	Documentation of Processes/Systems into policy manuals
Network Design & Management	Quality certification for Infrastructure/ Services ISO certification(s) including need assessment, due diligence, certification guidance, training and audits.
Study on Technology & Business Trends in Indian & International ICT sector	Network & Physical security certification and processes implementation
Preparation of SRS/FRS for products/services	Cloud/Data Centre Design. Preparation of Business Responsibility Report. Preparation of Management Discussion and Analysis Report
Study of Regulatory/Legal requirement in Indian & International domain	BRSR related activities
Study, Survey & Consultancy related to HR Planning, Strategies, Policies & HR and people advisory	Audit of projects, documents, financials
Risk assessment, revenue assurance etc from Various Business Initiatives	Forensic services (IT, network, etc.)
Business Process Re-engineering	Verification services for firms/companies, applicants/employees
Consulting related to structured documentation/Manual for various work areas	Deployment in customer projects
PPP advisory and Other Important Strategies	Consultancy/advisory related activities for Monetisation projects of RailTel or its customers

- 2.3 From the above list, a job will be assigned to any one of the empanelled bidders. For each job, the bidder will prepare a time/cost document. The document, as per Annexure-2, will indicate the man-month efforts of bidder's consultants at various levels at the rates finalized through this tender. After approval of the cost/time estimates by a duly constituted Project Review Committee (PRC), RailTel will issue a work order for job assignment. The bidders will prepare such time/cost documents free of charge.
- 2.4 Bidder's consultants deployed on a job will use their own laptop when working from RailTel /user's premises. The user's responsibility will be restricted to provide workspace for the consultants' official work related to the assigned job. Working Model will be hybrid - Onsite & Remote depends on the requirement of the assignment.

Section 3

Eligibility Criteria

A) Pre-Qualification Criteria (PQ):

S. No.	Requirement and Particulars/References/Documents Required	Compliance by Bidder/Tenderer
1.	Requirement: Registration of Firm with their registered office in India for the last three financial years. Documents Required 1.Certificate of Incorporation with ROC, with Registration Date. The year of Incorporation must be clearly mentioned. 2. Memorandum of Association 3. Articles of Association 4. Partnership Deed, if applicable	
1A	EMD and Tender Fee Details (The scanned copy of the payment of empanelment fee UTR Transaction must be enclosed) a. UTR No. b. Date c. Bank name d. Branch Name e. IFSC Code Cancelled Cheque	
1 B	Non-Blacklist Self-Certification: No blacklisting by Govt./PSU in the last 3 FYs on company letterhead. Documents required: Self Certificate on Company Letter head	
2.	Taxation Compliance Requirements 1.Valid copy of the PAN card 2.Original Valid GST Registration certificate	
3.	Financial Eligibility Criteria:	

	<p>1. The bidder shall have achieved a cumulative average consultancy/advisory turnover of more than Rs. 1000 crores in India over the three preceding fiscal years, Viz. 2020-21, 2021- 22, and 2022-23.</p> <p>2. In addition, the bidder's turnover from IT consultancy/advisory (excluding system integration services such as software development, product support and facility management, hardware installation and maintenance, product implementation) in India should be more than Rs. 150 crores in each of the corresponding 3 years as above.</p> <p>Documents Required: A certificate from the Chartered Accountant on both the turnovers in these years, in original, may be submitted:</p> <p>Firm should also submit the Audited Balance sheet of these 3 years</p>	
4.	<p>Bidders Qualifications:</p> <p>1. The bidder should have ongoing/completed 5 IT consultancy/advisory jobs of value more than 2.5 Cr each in the last 3 years. Information on the jobs may be furnished as per Annexure-1</p> <p>2. The bidder Should have experience of executing (Ongoing/Completed) at least two IT/Telecom consulting/advisory projects with the Telecom sector (Any Telecom operator having UAS, NLD, ISP,IP License) value more than 1.5 Cr each in the last 3 financial years.</p>	
5.	<p>Workforce Capacity and Certification</p> <p>Requirement: The bidder company should have at least 1000 Professionals in IT/Telecom/Finance/Advisory/Consultancy domains on its rolls.</p> <p>Documents Required:</p>	

	Certificate issued by Head-HR or bidder's authorized signatory should be enclosed in the offer.	
6.	<p>Regional Office Compliance and Certification</p> <p>Requirement: At least four offices (One each in North, South, East & Western India) having at-least 100 IT/Telecom/Finance/Advisory/Consultancy Professionals in each office.</p> <p>Documents Required: HR-Certificate</p>	
7.	<p>Empanelment Verification with Government entities</p> <p>Empanelment certification copy with one other Govt. entity.</p>	

B) Technical Qualification Criterion (TQ):

S.No.	Eligibility/Evaluation Criterion	Max Marks	Marks Obtained
1	<p>Consulting firm operating in India (Year of operations):</p> <ul style="list-style-type: none"> 2 Marks (up to maximum marks) for each completed year of operation (<i>over and above 3 Years asked for in PQ</i>) 	10	
2	<p>Cumulative Turnover from Consultancy/Advisory in India in last three financial years.</p> <ul style="list-style-type: none"> 2 Marks (up to maximum marks) for each additional Rs. 100 Cr. turnover (<i>over and above Rs. 1000 Crore asked for in PQ</i>) 	10	
3	<p>Cumulative Turnover from IT Consultancy/Advisory in India of more than Rs. 150 crores in last three financial years.</p> <ul style="list-style-type: none"> 5 Marks (up to maximum marks) for each an each additional Rs. 10 Cr. turnover (<i>over and above Rs. 150 Crore asked for in PQ</i>) 	15	
4A	<p>IT consultancy/Advisory work orders in last 3 financial years.</p> <ul style="list-style-type: none"> 5 additional marks (up to maximum marks) for Each additional work orders of value > 50 lakhs (<i>over and above 5 IT consultancy/Advisory work orders of value more than Rs. 2.5 Cr asked for in</i> 	15	

	PQ)		
4B	IT/ Telecom consultancy/Advisory work orders of Telecom sector in India in last 3 financial years. <ul style="list-style-type: none"> • 5 additional marks (up to maximum marks) for Each additional work orders of value > Rs. 30 lakhs (<i>over and above 2 Telcom sector consultancy/advisory work order of value more than Rs. 1.5 Cr. Each asked for in PQ)</i>) 	15	
4C	If the 2 of the above (4A & 4B) with Government Departments/PSUs. <ul style="list-style-type: none"> • Up to 2 work orders above (4A) and 1 work order (4B) with Government Departments/PSUs – 3 Marks • Above 2 work orders (4A) and 1 work order (4B) with Government Departments/PSUs – 5 Marks 	05	
5	The company shall have at least 1000 IT/Telecom/Finance Professionals on its rolls <ul style="list-style-type: none"> • Minimum 1000 up to 1199 FTE – 10 marks • 1200 – 1500 FTE- 15 Marks • Above 1500 FTE- 20 Marks 	20	
6	The company should have at least four offices (One each in Northern, Southern, Eastern & Western India) having 100 IT/Telecom/Finance Professionals in each office. Two marks for each additional locations having 100 IT/Telecom/Finance Professionals. (up to maximum marks)	10	

Bidders securing greater than or equal to 60% of maximum marks i.e. total of 60 out of 100 as above will only be considered technically qualified and would be eligible for financial evaluation.

All CA/Statutory Auditor certificate should be with proper UDIN (As applicable)

Note: “For all project experience as required for the establishment of PQ and TQ following methodology would be adopted.

a) If Work is Completed and NDA with customer not Signed:

Completion Certificate from end customer/ CA Certificate/ CS Certificate/Statutory Auditor Certificate along with copy of Work order/ Contract clearly highlighting the Project/Work Reference, scope of work, Cost of Project, duration of project (Start and End Date) and clearly stating that Project has been

completed. *Also, in Completion Certificate from end customer/CA/CS/ Statutory Auditor certificate it should be clearly mentioned that the scope of PO/Work order referred for fulfilment of clause of PQ/TQ is matching with the requirement of Tender/RFP.*

b) If Work is Completed and NDA with Customer Signed:

If NDA is signed between Bidder & Client and Work Order/ Contract cannot be submitted as a proof of work, then Bidder shall submit Completion Certificate from end customer/CA Certificate/ CS Certificate/Statutory Auditor Certificate mentioning Project/Work Reference (If Possible), scope of work, Cost of Project, duration of project (Start and End Date) and clearly stating that Project has been completed. *Also, in Completion Certificate from end customer/CA/CS/ Statutory Auditor certificate it should be clearly mentioned that NDA has been signed with Customer and the scope of PO/Work order referred for fulfilment of clause of PQ/TQ is matching with the requirement of Tender/RFP.*

c) If Work is On Going and NDA with customer not signed:

In case project is on-going a certificate from the end customer /CA/CS/Statutory Auditor duly mentioning reference of concerned Order and certifying that 80% of Fees/Charges has already been invoiced and/or received. Also, the copy of Work order/ Contract clearly highlighting the scope of work should be enclosed. *Also, in Certificate from end customer/CA/CS/ Statutory Auditor certificate it should be clearly mentioned that the scope of PO/Work order referred for fulfilment of clause of PQ/TQ is matching with the requirement of Tender/RFP.*

d) If Work is On Going and NDA with customer is signed:

If NDA is signed between Bidder & Client and Work Order/ Contract cannot be submitted as a proof of work, then Bidder shall submit a certificate from the end customer/CA Certificate/ CS Certificate/Statutory Auditor Certificate mentioning scope of work and certifying that 80% of Fees/Charges has already been invoiced and/or received. *Also, in Certificate from end customer/CA/CS/ Statutory Auditor certificate it should be clearly mentioned that NDA has been signed with Customer and the scope of PO/Work order referred for fulfilment of clause of PQ/TQ is matching with the requirement of Tender/RFP.*

Note: For better appreciation in all cases Self-Citation of the work/s those are to be submitted against the establishment of PQ and TQ is also to be submitted.

Section 4:

Eligibility Criteria Checklist

The applicants will be evaluated for the empanelment as a Consultant, inter-alia, based on the pre-qualification and technical eligibility criteria mentioned in Section 3 All the documents, , shall be provided as a single consolidated PDF document, All the pages shall be signed (by the authorized signatory) and stamped (company seal), with progressive page numbers (index).

Section 5:

Earnest money Deposit & Security deposit

5.0 EARNEST MONEY

- 5.1 The tenderer shall furnish a sum of Rs 5,00,000/- (Rupees Five lakh only) as earnest money in favor of RailTel Corporation of India Limited submitted online through Bank Transfer.
- 5.2 The tenderers shall hold the offer open till such date as specified in this chapter. It being understood that the tender documents have been sold/issued to the tenderer and the tenderer has been permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to RailTel. If the tenderer fails to observe or comply with the foregoing stipulation, the aforesaid amount deposited as Earnest Money shall be forfeited by the RailTel.
- 5.3 The Bidders shall furnish an amount of Rs. 5,00,000 (Rs. Five lakhs towards EMD) in the form of online transfer of amount in our UBI collection account for further processing along with respective UTR numbers of the transaction shared with us in EN-01.
- 5.4 The earnest money may be forfeited.
- If tenderer withdraws its tender during the period of tender validity specified in clause 11 of Instructions to Tenderers and Conditions of Tendering.
 - In the case of a successful tenderer, If the tenderer fails to sign the contract in accordance with clause 7.3 of section 7 and to furnish performance guarantee in accordance with clause 12 Section 1.
- 5.5 The earnest money of unsuccessful tenderer will save as herein before provided, be returned within 30 days' time to the unsuccessful tenderer after issue of LOA to the successful bidder but RailTel shall not be liable to pay any interest / loss that may occur to the security for the due performance of the above stipulation for the period specified in the tender documents.
- 5.6 If the tender is accepted, the amount of Earnest Money will be held as security deposit for due and faithful fulfilment of contract. The Earnest Money of successful tenderer will be returned after the Contract Performance Guarantee (Security Deposit) as required and formal contract duly signed is received by the purchaser.
- 5.7 The tender not accompanied by Earnest Money will be **summarily rejected**.
- 5.8 On receipt of Letter of Acceptance of Tender from the RailTel, the tenderer shall,

within a period of 15 days, submit the security deposit of Rs. 10,00,000 (Rs. Ten Lakhs) 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. On receipt of BG, EMD will be refunded without any interest.

Section 6 : Submission of Bids through Online Process

1. Instructions for Online Bid Submission:

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 to 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:

1. Bidders are required to enroll on the e-Procurement Portal (URL: <https://railtel.enivida.com>) by clicking on the link “Online bidder Registration” on the e-tender Portal by paying the Registration fee of Rs.2360/- Per vendor/per year.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. 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.
4. 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.
5. 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.
6. 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.
7. The scanned copies of all original documents should be uploaded in pdf format on portal

<https://railtel.enivida.com>.

8. After completion of registration payment, you need to send your acknowledgement copy on our help desk mail id eprochelpdesk.101@gmail.com for activation of your account.

3. 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 processing fee Rs 5000+18% GST (NOT REFUNDABLE) by net-banking / Debit / Credit card. After that respective contractor/Vendor may download the required documents / tender schedules, Bid documents etc. Once you pay all applicable fees, 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 thereis any corrigendum issued to the tender document.

4. PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with colored option which helps in reducing size of the scanned document.
4. 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.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5. SUBMISSION OF BIDS

1. 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.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in
3. The tender document as a token of acceptance of the terms and conditions laid

down by RailTel.

4. Bidder has to select the payment option as “Online Payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
5. Bidder should submit the EMD online as per the instructions specified in the tender document. In case of non-submission of EMD amount (through NEFT/RTGS payment received to RailTel account before the due date and time of submission of bid offer), the uploaded bid will be summarily rejected.
6. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
7. 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.
8. 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. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. 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.
10. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

1. 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.

2. 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.

3.

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)

Section 7:

Evaluation of offer & Award of Contract

7.1 Credential Evaluation

The Pre-Qualification criteria (PQ) and Technical eligibility criteria (TQ) (i.e. Packet A) will be evaluated by a duly constituted Credential Evaluation Committee (TEC). Bidders not satisfying the Pre-Qualification eligibility criteria will be rejected and their technical eligibility criteria will not be discussed further. However, if bidders meets the PQ criteria then TEC will evaluate TQ Criteria and work out marks obtained by each bidder on the basis of instruction mentioned in Section 3. Bidder securing 60% of the maximum marks will only be considered technically qualified and will be considered for the opening of their Financial Bid (i.e. Packet B-Annexure-AF).

On request from the TEC, the bidders may have to submit additional information. The TEC may call the eligible bidders for a presentation of the projects handled by them and quoted as part of Credential bid response. The time limit, in which the bidders' have to submit the additional information or present their projects, will be decided by the TEC and its decision will be final in this regard. Bidders failing to adhere to the specified time limit will be rejected.

7.2 Financial Evaluation

- a. For consideration of their bids, the bidders have to quote rates for all the five resource levels in the Detailed financial bid-Annexure-DF-Packet-B . The rates quoted should be as per industry standards for the educational qualifications and experience as per Annexure-3. For any of the resource levels, bids, quoting zero or incredibly low rates compared to the industry prevalent rates, will be rejected and EMD forfeited.
- b. If during opening of Packet-B if more than one bidder quoted the same value of X-Abridged financial Bid (As per Annexure-AF), then the bidder having the maximum Total Consultancy Turnover for three years as per item (c) of the Credential Bid (Annexure-1) will be reckoned as L1. A list of L1, L2.....will be prepared.
- c. Having identified the L1 bidder on the basis of Packet-B-Abridged Financial Bid (EN 03), Packet-C-Annexure-DF (Detailed Financial Bid) of L1 bidder will only be opened.

- d. **In order to create a panel of maximum of 5 bidders, technically eligible L2, L3, L4...in that order would be asked to match the L1 rates as *quoted in Packet-C-Detailed Financial Bid-Annexure DF of L1*. If any one of them rejects the offer, the opportunity will be given to next eligible bidder/s to match the L1 rates. For Example: If L2 agrees to match L1 rates, they are considered for empanelment otherwise the opportunity will be extended to L3 and so on and so forth.**

7.3 Award of Contract (Empanelment)

- a. On written communication from RAILTEL for having qualified for empanelment, the bidder will sign the contract (letter of empanelment) within 15 days of such communication. Failing which, the offer may be treated as withdrawn and EMD would be forfeited. RAILTEL reserves the right to extend the offer to the next eligible bidder"
- b. RAILTEL will have a panel of Five bidders (Maximum) for availing the services during the period of empanelment, which will be initially for two years. Depending on the project requirements, RAILTEL may extend the period of empanelment for additional three (for 2 years + 1 year after initial 2 years through mutual consent. The empanelled bidders will have to renew/re-submit the security deposit/BG for the extended period of empanelment.
- c. The incidental expenses of execution of agreement / contract will be borne by the successful bidder.
- d. The conditions stipulated in the contract will be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the RAILTEL.
- e. The empanelled bidder will required to sign a non-disclosure agreement within 30 days of empanelment.

Section 8: Payment Terms & penalty

- a. For long term projects, phase wise payments will be released as proposed by the bidder in Annexure-2, as approved by the competent authority and duly recommended by the PRC. Where the need of consultant(s) is distinctly identifiable, the consultant(s) will be hired as per man-month rate and paid quarterly.
- b. GST, as applicable, will be paid extra.
- c. TA/DA for Principal Consultant (as applicable to the E-7 level), for Senior Consultant (as applicable to the E-5 level), for Consultant (as applicable to the E-3 level) and for Junior Consultant/Technical Writer (as applicable to the E-1 level) in RAILTEL respectively will be reimbursed on production of original documents. Each work order will be considered a project and such TA/DA reimbursement shall be limited to 50% of the project/order value. The work order shall specify the project station for which No local conveyance and TA/DA within greater city limits will be applicable. For any project requirement, the consultant(s) may be required to visit other RailTel/User locations. In such cases, Travel Allowance (TA), Daily Allowance (DA), lodging, and boarding charges will be reimbursed upon submission of expense bills in RailTel's name (inclusive of GST number) separately corresponding to the equivalent position mentioned in the bid document. Any of the such tours will only be taken after the approval from respective RailTel project authority who shall also ensure that the cost towards such tours does not breach the above capping.
- d. No TA/DA is admissible to the deployed consultants on the project.
- e. 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.
- f. **Paying Authority:** The RailTel region/CO whoever is executing the project shall be responsible for provisioning the necessary resources at the L1 rates arrived at in this RFP. The concerned RailTel region shall act as the paying authority based on these agreed rates.
- g. **Penalty for delays**

Project assignments to the empanelled bidders will be on the basis of time/cost estimates submitted by the bidders as per Annexure-2, duly evaluated by the PRC and approved by the competent authority. Each project, therefore, will have a definite date of project completion. 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 at the rate of half percent per week or part thereof for undelivered portions subject to a maximum of 10% of the total order value. RailTel will have the right to cancel the order, place order on alternative vendor, invoke the PBG in case of failure to execute assignment timely.

Section 9:

General Terms and Conditions of Contract

9.1 Project Review Committee (PRC)

RAILTEL will constitute a Project Review Committee (PRC) which will:

- a. Define the scope of the project to the bidder to facilitate preparation of Annexure-2.
- b. Assess/recommend the time period and man power efforts for project assignment to the empanelled bidders.
- c. Act as an interface between the bidder and RailTel user department, if any.
- d. Supervise the project progress until its full implementation. PRC will ensure that the assigned job is completed as per the schedules given in the work order. PRC would advise the bidder to post additional manpower, free of any additional charge, if there are perceived slippages on the time schedules.
- e. Offer clarifications to the bidder queries vis a vis project objectives.
- f. Recommend release of funds and penalties for delay. For long duration projects the payments will be activity based while for short duration projects (less than 3 months) payments will be released on project completion.

9.2 Change of Name of the Firm

During empanelment period if the bidder's name gets changed due to acquisition, amalgamation etc., bidder must inform RAILTEL with all required documents within one month of its name change. RAILTEL will not entertain any name change requests during the bidding process. In this case the bid will be rejected straightaway.

9.3 No Claim Certificate

The empanelled bidder will not be entitled to make any claim, whatsoever, against RAILTEL under or by virtue of or arising out of this contract nor will RAILTEL entertain or consider any such claim for the jobs accepted post empanelment.

9.4 Suspension

RAILTEL may by a written notice of suspension, suspend all payments to the empanelled bidder under the contract, if the empanelled bidder fails to perform any of its obligations under this contract provided that such notice of suspension:

- a. will specify the nature of the failure

and

- b. will request the empanelled bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.

9.5 Confidentiality

The empanelled Bidder and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of RAILTEL or its clients without the prior written consent of RAILTEL.

9.6 SECURITY

- a. The agency will ensure that no information about the software, hardware, the database policies of the client organization is taken out in any form including electronic form or otherwise, from the client site by the manpower posted by them. Information or any material in hardcopy or softcopy form if required to be carried outside the premises of RailTel, should be approved by RailTel.
- b. The agency or its deployed personnel, by virtue of working on RAILTEL /Client's projects, can't claim any rights on the work performed by them. RAILTEL /Client will have absolute rights on the work assigned and performed by them. Neither any claims of the agency or its deployed professionals will be entertained on the deliverables.

9.7 INDEMNITY

- a. The empanelled agency will indemnify RAILTEL and its client organizations of all legal obligations of its professionals deployed for RAILTEL projects.
- b. RAILTEL and its Clients also stand absolved of any liability on account of death or injury sustained by the Agency staff during the performance of this empanelment and also for any damages or compensation due to any dispute between the agency and its staff.

9.8 Termination for Default

- a. Default is said to have occurred
 - If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by RAILTEL .
 - If the agency fails to perform any other obligation(s) under the contract / work order.
- b. If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from RAILTEL (or takes longer period in spite of what RAILTEL may authorize in writing),

RAILTEL may terminate the contract / work order in whole or in part. In addition to above, RAILTEL may at its discretion also take the following actions

- RAILTEL may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other agencies and the defaulting agency will be liable to compensate RAILTEL for any extra expenditure involved towards support service to complete the scope of work totally.

9.9 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/ regulations, order of requisitions issued by any Government Department or Competent Authority of 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 is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the Railways 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 terminate the Contract provided also that if the contract is so terminated under this clause the Railways 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.

9.10 SETTLEMENT OF DISPUTE AND ARBITRATION

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.

9.11 Applicable Law

The work orders will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. Any default in the terms and conditions of the tender by the bidder will lead to rejection of bid/work order and forfeiture of EMD/Security Deposit.

Section 10:

Other Important terms & Contract

- a. The empanelled bidder will not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then RAILTEL will impose sanctions which will include: forfeiture of the security deposit/EMD, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.
- b. RAILTEL may by written notice sent to the empanelled bidder; terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for RAILTEL 's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. RAILTEL reserves the right to cancel the remaining part and pay to the selected vendor an agreed amount for partially completed Services.
- c. In the event of the bidder's company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with RAILTEL, should be passed on for compliance by the new company / new division in the negotiation for their transfer.
- d. All panel bidders automatically agree with RAILTEL for honouring all aspects of fair trade practices in executing the work orders placed by RAILTEL.
- e. The bidder will be responsible for any damage to equipment's, property and third party liabilities caused by acts on part of its deployed consultants at RAILTEL/User's premises. All equipment will be used only for the purpose of carrying out legitimate business of RAILTEL /User's organization and will not be put into any other use." Notwithstanding anything contained herein, the total liability of the bidder shall not be more than the Contract Value from RailTel.
- f. The staff deployed by the vendor will maintain office decorum. They will be courteous, polite and cooperative and able to resolve the users' problems
- g. Intellectual Property Rights: The empanelled Bidder will indemnify RAILTEL of any infringement of third party rights be they under the Patents Act or the IPR." Notwithstanding anything contained herein, the total liability of the bidder shall not be more than the Contract Value from RailTel.
- h. RAILTEL can use this tender with all its terms and conditions as applicable to RAILTEL .
- i. All eligibility, technical, and financial criteria will be considered as of the last date of bid submission

CREDENTIAL BID

May Please refer the Section 3.

ABRIDGED FINANCIAL BID

Name of the Agency:

Address:

X = Sum [0.05*A +0.20*B + 0.30*C +0. 35*D +0.10*E] + F* [0.05*A +0.20*B + 0.30*C +0. 35*D +0.10*E] = Rs. _____

Note: In Annexure – AF (this proforma), the value of X as calculated in Annexure-DF has to be reproduced as above. This proforma shouldn't contain any detailed rates otherwise the bid will be rejected.

COMPANY SEAL

DETAILED FINANCIAL BID

Name of the Bidder:

Address:

S. No.	Resource Level / Item	Hiring Charges per Month (in INR)
1	Principal Consultant (A)	
2	Senior Consultant (B)	
3	Consultant (C)	
4	Junior Consultant (D)	
5	Technical Content Writer €	
6	Y where $Y = \text{Sum}[(0.05*A) + (0.20*B) + (0.30*C) + (0.35*D) + (0.10*E)]$	

S. No.	Resource Level / Item	In terms of %
7	% Consultant Management Fees (F)	

S. No.	Item	Value in INR
8	$X \{[(0.05*A) + (0.20*B) + (0.30*C) + (0.35*D) + (0.10*E)] + F*[(0.05*A) + (0.20*B) + (0.30*C) + (0.35*D) + (0.10*E)]\}$	

1. The resources to be deployed at the above levels should be the bidder's employees and respectively they should have educational qualifications and experience as per Annexure-3. RAILTEL may call for this information for a professional before her/his deployment.
2. For consideration of their bids, the bidders have to quote for all the five resource levels. The rates quoted should be as per industry standards for the prescribed experience. For any of the resource levels, bids quoting zero or incredibly low rates compared to the industry prevalent rates will be rejected and EMD forfeited.
3. The rates finalized will not be changed for the first 2 years. After Every two consecutive years there will be automatic escalation of 10% of agreed and final rates of the first year. This is to adjust inflation and salary changes.
4. The empanelled agencies will provide service all over India. No TA/DA is admissible to the deployed consultants on the project. However, if a resource has to undertake a tour in the interest of the project with the prior approval of the RAILTEL /RAILTEL project head, the TA/DA as per RAILTEL rates will be applicable. TA/DA for Principal Consultant (as applicable to the General Manager), for Senior Consultant (Deputy General Manager), for Consultant

(Senior Manager) and for Junior Consultant/Technical Writer (Manager) in RAILTEL respectively will be reimbursed on production of original documents. Each work order will be considered a project and such TA/DA reimbursement shall be limited to 50% of the project/order value. The work order shall specify the project station for which No local conveyance and TA/DA within greater city limits will be applicable. For any project requirement, the consultant(s) may be required to visit other RailTel/User locations. In such cases, Travel Allowance (TA), Daily Allowance (DA), lodging, and boarding charges will be reimbursed upon submission of expense bills in RailTel's name (inclusive of GST number) separately corresponding to the equivalent position mentioned in the bid document. Any of the such tours will only be taken after the approval from respective RailTel project authority who shall also ensure that the cost towards such tours does not breach the above capping.

5. GST, as applicable, will be paid extra.
6. Each Job assignment will be done at the cost finalized using Annexure-2.
7. Management Fees (F) must be quoted in terms of percentage.

Working example:- Assuming Rs.500, Rs 400, Rs 300, Rs 200 & Rs 100 is quoted as hiring charges of A,B,C,D & E type resources and 10% Management fees (F) is quoted.

Resource level	Hiring charges
A	500
B	400
C	300
D	200
E	100
Y (As per formula above)	310
F	10%

Then X will be $X=Y+Y*F$ i.e. $310+310*10\%$ i.e. X equals to Rs.341.

Date:
Place:

Authorized Signatory:
Name:

COMPANY SEAL

Annexure-2

PROFORMA FOR ESTIMATED RESOURCE DEPLOYMENT

Name of the Bidder:

RAILTEL Empanelment No. with date:

Empanelment valid up to:

Division/Department handling the project:

Ministry:

Job Location:

Job profile (Summary of job to be done): (Use additional sheet if required)

Estimated resource deployment:

S.No.	Resource	Number Required	For number of Month(s)	Rate/month as finalized	Cost to the Project (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)=(3x4x5)
1	Principal Consultant				
2	Senior Consultant				
3	Consultant				
4	Junior Consultant				
5	Technical Content Writer				
6	Resource Cost				RC=
7	Consultant Management fees (Fixed charges at the time of empanelment)				CMF=
8	Total Cost				C=

RC=Total of Sl. No. 1 to 5 of column 6. C = RC+CMF=

1. For each job/location the bidder will assess resource requirements as above and submit a complete proposal for appropriate approvals.
2. A Project Review Committee (PRC) may evaluate the proposals for selection of one of the empanelled bidders. In case PRC desires, the bidders may be called for presentation. After approval of the cost/time estimates by a Project Review Committee (PRC), RailTel will issue a work order for job assignment
3. During the periodic review of the job progress, if the PRC finds that the job is not progressing towards its scheduled completion; the bidder will deploy additional resources without any extra charge.

4. For long duration projects, the bidder will also prepare a phased delivery and payment schedule to enable PRC to recommend phased payments.

Date:
Place:

Authorized Signatory:
Name:

COMPANY SEAL

Annexure-3

Educational Qualifications and Experience of various positions

S. No.	Position	Qualifications	Experience in years as on date	Minimum number of years with the bidder firm as on date of bid submission
1	Principal Consultant	BCA/B. Tech/BSC in graduation and/or MCA/MBA/M. Tech /CA/LLM	12 Years and above	
2	Sr. Consultant	BCA/B. Tech/BSC in graduation and/or MCA/MBA/M. Tech /CA/LLM	8 years and above	
3	Consultant	BCA/B. Tech/BSC in graduation and/or MCA/ MBA/ M. Tech /CA/LLM	5 years and above	
4	Jr. Consultant	BCA/B. Tech/BSC in graduation and/or /CA/LLM	2 years and above	
5	Technical Content Writer	BCA/B. Tech/BSC With proficiency in technical content writing.	2 years and above	

Date:
Place:

Authorized Signatory:
Name:

COMPANY SEAL

Performance Bank Guarantee

Ref: _____

Date _____

Bank Guarantee No. _____

Name	
Designation	
Address	
Phone Nos.	
Fax Nos.	
Email id	

Whereas, <<name of the firm and address>> (hereinafter called “the Consultant”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Consultancy services for <<name of the assignment>> to RailTel Corporation of India Limited (hereinafter called “the Authority”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a Nationalised or Scheduled bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the firm, up to a total of Indian Rupees<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the firm to be in default under the contract and without cavil or argument, any sum or sums within the limits of Indian Rupees<Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the consultant shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Indian Rupees<Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date	_____		
Place	_____	Signature	_____

Witness	_____	Printed name	_____

(Bank's common seal)