

RAILTEL ENTERPRISES LIMITED

(A fully owned subsidiary company of RailTel Corporation of India Limited)

**Corp. off: Plot No 143, Sector 44, Institutional Area,
Opposite Gold Souk Mall,
Gurgaon, Haryana 122003**

**Regd. Off: 6th Floor, IIIrd Block, Delhi Technology Park,
Shastri Park, Delhi-110053**

Selection of Partner(s)

For

IT services to REL Customer

EOI No: REL/EOI/CO/DNM/2018-19/IT services to REL customer/03 dated 19.11.2018

रेलटेल
RAILTEL

NOTICE

RailTel Enterprises
Limited
PlotNo.-143,Sector44,Institutional Area,
Opposite Gold Souk
Mall, Gurgaon, Haryana
-122003

EOI Notice No:REL/EOI/CO/DNM/2018-19/IT services to REL customer/03 dated 19.11.2018

RailTel Enterprises Ltd.,(here after referred to as RailTel) invites EOIs from RailTel's Empaneled Partners for the selection of suitable agency for providing "IT services to REL Customer".

The details are as under:

1	Last date for submission of EOIs by bidders	26.11.2018 before15:00Hrs.
2	Opening of bidder EOIs	26.11.2018 at 15:30Hrs.
3	Number of copies to be submitted for scope of work	One
4	EMD	Rs. 10 Lakh
5	EOI Cost	Rs. 2,950/- (Incl. GST)

DD for EMD and EOI cost should be in the favor of **RailTel Enterprises Limited** payable at Gurugram.

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

Contact: Naresh Kumar
Position: Asst. GM/IT
Email:naresh.kumar@railtelindia.com
Telephone: +91124 2714000
Mobile: +91 9717644088

- NOTE:**
- (i). All firms are required to submit hard copy of their EOI submissions, duly signed by Authorized Signatories with Company seal and stamp.
 - (ii). The EOI response is invited from all empanelled partners of RailTel only.
 - (iii). Eligible MSMEs are exempted from cost of EOI Documents and EMD, more details are given in clause 16.7 of EOI Document.

1. RailTel Enterprises Limited–Introduction

RailTel Enterprises Limited” (REL) is a wholly owned subsidiary Company of RailTel Corporation of India Limited- a "Mini Ratna (Category-I)" PSU Keeping in view the expanding activities in project execution works for telecom and signalling, RailTel incorporated a wholly owned subsidiary Company in August, 2014 by the name “RailTel Enterprises Limited” (REL).

In line with the future business plan of RailTel it was felt to diversify into ICT project segment as a System Integrator. Hence, to have clear focus on project execution works, REL has been setup. Also this shall help RailTel make a clear distinction between RailTel’s existing core activities viz-a-viz project works ensuring resource and accountable separation thereby making REL as a separate profit centre. This would also facilitate the Company in proper and suitably reflecting the operational results in a more transparent manner and activity wise.

The aim is to exploit the capabilities and experience gained by RailTel from execution of number of small to large national level projects like National Knowledge Network (NKN), National Optical Fibre Network (NOFN), NE-I & NE-II projects under USOF, and various projects for many other Govt and private agencies. In recent years, RailTel has been expanding its portfolio of services in the areas of Data Centre, Cloud, Telepresence, Retail Broadband (Railwire), etc. With the creation of REL, RailTel aims to be one of the leading System Integrator in the country working in the field of ICT.

REL shall be taking up turnkey project work for creation, management and operation in the areas of IT, Telecom, networking, Data Center and Railway’s ICT and S&T projects. With a dedicated focus and organization suited to executing projects in the areas of expertise, REL is poised to become a key driver of growth and innovation for RailTel as well.

2. Scope of Work

To provide IT services to REL Customer as per Scope of Work in **Annexure-1**.

3. Project Schedule

Detailed project schedule as per **Annexure- II**

4. Special Terms & Conditions

Detailed Terms & Conditions as per **Annexure- III**

5. Language of Proposals

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

6. Payment terms

- 6.1. Payment will be back to back and as per the payment terms mentioned in agreement between REL and its customer.
- 6.2. Payment will be released after receiving the Tax invoice for the work and after RailTel receives the payment from Customer for the same work.

7. Schedule of Rates (SOR)

SN	Item	Qty.	Cost (Excl. of GST)	Tax %age	Total Cost (Inclusive of GST)
1	Providing IT service to REL for Scope of Work as mentioned under Annexure-1	LS			
Total Cost Incl. of GST					

Amount in words:

8. Evaluation criteria

Evaluation will be done on lowest offer quoted by the bidder as per clause no 7 SOR .

9. SLA's and Penalty

The service level arrangement and penalty will be back to back and all the penalty deducted by Customer will be passed on to selected bidder.

10. REL's Right to Accept/Reject Bids

REL 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.

11. Bidding Document

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

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

12. Period of Validity of Bid

Bids shall remain valid for a period of 90 days from the date of opening of the bids REL shall at its own discretion reject a bid value for shorter period.

13. Bid Currency

The prices in the bid document shall be expressed in Indian Rupees only.

14. Bidding Process (Single Packet System)

The bidding process will consist of single packet system. The detailed technical proposal i.e. the including 'Price Bid' shall be submitted in sealed envelope.

15. Security Deposit / Performance Bank Guarantee (PBG)

Security deposit @10% shall be deducted from each bill of the selected firm and same will be released after satisfactory completion of maintenance period of all Packages of Project.

- 15.1 The earnest money shall be released on releasing of first payment i.e after deduction of first security deposit. If the delivery period gets extended, PBG should also be extended appropriately.
- 15.3 No interest shall be paid on the amount of earnest money and Performance Security held by the REL, at any stage.
- 15.4 In case customer demand for any PBG/SD over and above this amount during the contract same will be applicable to the Vendor.
- 15.5 In case the successful bidder is MSME and has not submitted any EMD amount while bidding in lieu of Exemption, in this case successful bidder has to deposit Performance Bank Guarantee of amount of Rs. 10 Lakh within 15 days of issue of purchase order valid for the period of 6 months from date of issue of purchase order. The performance Bank guarantee shall be released after first payment to successful bidder and after deduction of 10% SD amount.

16. Bid Earnest Money (EMD)

- 16.1. The tenderer shall furnish a sum as given in EOI Notice as Earnest Money in the form of Demand Draft from any scheduled bank in India in favour of "RailTel Enterprises Limited" payable at Gurugram which should remain valid for 45 days beyond the bid opening date.
- 16.2. The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Letter of Acceptance (LOA) and fails to furnish performance bank guarantee (security deposit) in accordance with clause 6.
- 16.3. Offers not accompanied with valid Earnest Money shall be summarily rejected.
- 16.4. Earnest Money of the unsuccessful bidder will be discharged / returned as promptly as possible but not later than 30 days after the expiry of the period of offer / bid validity prescribed by the Purchaser.
- 16.5. The successful bidder's EMD will be discharged after the first payment to selected bidder and after deduction of Security deposit amount as per clause 15.
- 16.6. Earnest Money will bear no interest.

16.7. For Micro and Small Enterprises (MSEs)

- 16.7.1. Certain benefits/preferential treatment shall be extended to the registered MSEs as per guidelines issued in the latest notification of Ministry of MSME/ Government of India.
- 16.7.2. MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME.
- 16.7.3. The MSEs must also indicate the terminal validity date of their registration
- 16.7.4. Failing 16.7.2 and 16.7.3 above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.

17. Deadline for Submission of Bids

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

18. Late Bids

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

19. Modification and/or Withdrawal of Bids

Bids once submitted will be treated, as final and no modification will be permitted. No correspondence in this regard will be entertained.

No bidder shall be allowed to withdraw the bid after the deadline for submission of bids.

In case of the successful bidder, he will not be allowed to withdraw or back out from the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed.

20. Details of Financial bid

- a. The financial bid should clearly bring out the cost of the work with detailed break-up of taxes.
- b. The financial bid must be submitted as per proforma under clause No.:7 “Schedule of Rates”

21. Clarification of Bids

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

22. Variation in Contract:

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

23. Bidder's Information

S.No.	ITEM	Details
	Full name of bidder's firm	
	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
	Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and email address	
	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this EOI	
	Name, designation and full address of the person dealing with the EOI to whom all reference shall be made regarding the EOI enquiry. His/her telephone, mobile, Fax and email address	
6	Bank Details (Bank Branch Name ,IFSC Code, Account number)	
7	GST registration Number	

24. Format for statement of Deviation

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

S.NO	CLAUSE	DEVIATION	REMARKS (Including Justification)

25. Minimum Resource Requirement for the Project execution:

SN	Resource Description	Qty.
1	Application resource - L3 level	1
2	Application resource - Lead Level	1
3	Infra Resource Lead Level	1
4	Infra Resource L3 Level	2
5	Network Resource – Lead Level	1
6	Network Resource – L3 Level	1
7	Security Resource – Lead level	1
8	Security Resource – L3 level	1
9	Project Manager	1
10	Total Resource requirement (tentative)	10

Note:

1. The Above recommended resource requirement is minimum requirement and estimated based on current scope of project however in case if required during project execution, firm shall deploy more resources to meet project execution requirement without any additional cost to REL.
2. The Application resources should have experience in Ramco HRMS.

26. Other Terms and Condition

1. Bidders are requested to quote their best prices considering the fact that price negotiation, if required with the customer will be passed on to the selected bidder.
2. Unless otherwise specified all prices quoted must remain firm except for statutory variation in taxes and duties during contractual delivery period. Any increase in taxes and duties after expiry of the delivery period will be to vendor account.
3. Quotations should preferably be typewritten and any correction or over- writing should be initialed. Rates to be indicated both in words and figures.
4. Sealed quotations in envelope superscribing EOI enquiry number and due date of opening must be sent by Registered or Speed Post or to be dropped in the EOI Box specified for the purpose. Quotations received after specified date and time are liable to be rejected

5. Quotation should be valid for a minimum period of 90 days from the date of opening of EOI.
6. Printed conditions on the back side of the offers will be ignored.
7. GST Registration Number, if any, may be indicated.
8. Any increase in taxes and duties after expiry of the delivery period will be to supplier's account. This will be without prejudice to the rights of REL for any other action including termination.
9. REL shall have the right to terminate the contract by giving 60 days notice without assigning any reasons thereof. However, in the event of any breach of terms of the contract, REL will have right to terminate the contract by written notice to the Seller.
10. FORCE MAJEURE : Any delay or failure to perform the contract by either party caused by acts of God or acts of Government or any direction or restriction imposed by Government of India which may affect the contract or the public enemy or contingencies like strikes, riots etc. shall not be considered as default for the performance of the contract or give rise to any claim for damage. Within 7 days of occurrence and cessation of the event(s), the other party shall be notified. Only those events of force majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.
11. In case of any dispute or difference arising out of the contract which can not be resolved mutually between REL and vendor, it shall be referred to a Sole Arbitrator to be appointed by the CMD, REL,
12. The Arbitration and Conciliation Act, 1996 and rules made there under shall apply to the Arbitration Proceedings.
13. The contract shall be governed by and construed according to the laws in force in India and subject to exclusive jurisdiction of the Courts of Delhi only.
14. Future requirement may be dealt with this methodology only. No exception will be accepted.
15. Presence in Delhi/NCR : The bidder must have geographical presence/office in Delhi or NCR region. Proof of same is required to be submitted along with bid documents.
16. The selected firm shall make visits at its own expenses to familiarize with site conditions and to carry out the scope of works. No extra payment shall be made by RailTel towards any travelling to/outside Delhi/ NCR.
17. The selected firm shall be assisting REL during entire project schedule for project execution and any documentation, reports or other submissions to be made to CUSTOMER will be done by REL after necessary approvals.

Format for COVERING LETTER

COVERING LETTER (To be on company letter head)

EoI Reference No: **REL/EOI/CO/DNM/2018-19/IT services to REL customer/03 dated 19.11.2018**

Date:

To,

The Director and CEO
Corporate Office,
RailTel Enterprises Ltd.
PlotNo.143, Sector 44, Gurgaon– 122 003

Dear Sir,

SUB: Participation in the EoI process

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

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

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

We hereby Submit EMD amount of Rs. _____ issued vide _____ from Bank _____.

Authorized Signatory

Name

Designation

रेलटेल
RAILTEL

List of Documents to be submitted for bidding

- 1.Covering Letter
- 2.Format for statement of deviation (clause no.-23)
- 3.Format for providing Bidder's information (clause no.-22)
- 4.Commercial Offer
- 5.Proof of presence in Delhi/NCR (SN-15 of Clause No.-26)
- 6.Signed and Stamped EOI document
- 7.Any other relevant document
- 8.Tender Cost and EMD
- 9.GST Registration Number



रेलटेल
RAILTEL

Annexure-I

Scope of Work

1. Assisting REL to provide Consultancy Services for Procurement of Hardware & Software for e-HR Payroll System for REL Customer.
2. Assisting REL to provide Consultancy Services for Set up the Network connectivity for all locations on PAN India basis. The connectivity to the remote locations would be to Central Site & DR Site.
3. Assisting REL to provide Consultancy Services for Set up the DR Site of REL Customer.
4. Assisting REL to provide Consultancy Services for Other Hardware & Software requirement, that may be identified as part of PMC work to be installed at Central Site for various applications such as EXIM Terminal Management System (ETMS), Domestic Terminal Management System (DTMS), e-Office, GST, etc.
5. Assisting REL in Submission of 'as is report'.
6. Assisting REL in Submission of the feasibility report and detailed project report based on our projected requirements in future.
7. Assisting REL in Finalizing the scope of work and the tender document.
8. Assisting REL in Execution of the work.
9. The selected firm will also assist REL in examining the bandwidth utilization of existing network of CUSTOMER as part of Feasibility Report and Detailed Project Report.
10. Selected firm shall also assist REL in providing project implementation services as under
 - a. Project management and monitoring, to ensure timely completion of the work.
 - b. Supervision and inspection of work during the implementation & execution.

रेलटेल
RAILTEL

Annexure-II

Project Schedule

Project Schedule for HR Payroll, Network and DR Site

Sn	Activities	Duration (in days)	Cumulative time period
1	Award of PO		T0
2	Team Deployment	7	T0+7
3	Submission of Detailed Project Report (DPR)	52	T0+59
4	Approval of DPR by CUSTOMER	15	T0+74
5	Preparation of Estimates	28	T0+102
6	Approval of Estimates by CUSTOMER	20	T0+122
7	Preparation of Tender and floating	58	T0+180
8	Publishing of Tender till Opening of Tender	45	T0+225
9	Evaluation till approval of L1 bidder by CUSTOMER	60	T0+285
10	Issue of Purchase Order to L1 bidder by CUSTOMER	12	T0+297

Note : (i) The LD shall be applicable on the time lines pertaining to the scope of Selected firm on back to back terms.

(ii) Project Schedule for Other Hardware & Software requirement (i.e. item no. 1(d) of Annexure-I) that may be identified as part of IT services work shall be decided as per requirement.

रेलटेल
RAILTEL

Annexure-III

Special Terms & Conditions

1. The cost of work quoted by firm shall include the cost of supply & installation of equipment and shall exclude payments made towards :
Govt./ local authorities, DoT, Charges towards the recurring services on behalf of ISP, AMC/ ATS, etc. The payments to Govt./ Local authorities shall be made by CUSTOMER to the concerned authorities on actual basis, as per advice of the selected firm or directly, as the case may be.
2. The selected firm shall make visits at its own expense to familrize with site conditions and to carry out the scope works. No extra payment shall be made by REL towards any travelling to / outside Delhi/NCR.
3. The selected firm shall ensure timely completion of the work and shall be responsible for monitoring of adherence to the time schedules, various labor laws, safety regulations, insurance policy and any other statutory requirement, supervision and inspection of work during the execution.
4. The selected firm shall issue work completion certificate after successful completion of work in parts or full, after the joint survey of Customer and selected firm. Selected firm shall certify contractor's bill as per extant norms, including recording of test checks and certification by the consultant that the equipment supplied/ installed at CUSTOMER's site is as per the technical specifications of Purchase Order.
5. REL will be entitled to claim liquidated damages a sum equivalent to one half of one percent (0.5%) of consultancy fee for each week or part of week for delay /default in services subject to maximum 10% of the total PO Value.
6. In case of project being executed beyond stipulated time of completion for any reasons whatsoever, there will be no compensation for overrun charges.
7. The Project duration shall be one year beyond project schedule mentioned under Annexure -III.
8. Force Majeure :
War, invasion, revolution, riots, sabotage, lockouts, strikes, work shutdowns imposed by Government Acts it legislature or other authorities stoppage in supply of materials fuel or electricity, breakdowns of machinery, act of God, epidemics, fires, earthquakes, floods, unprecedented rains, explosions accidents, sea navigation blockages or any other acts or events whatsoever which are beyond reasonable control of selected firm and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure. Selected firm shall be granted necessary extensions to cover the delay as caused by Force Majeure without any financial repercussions.
9. Arbitration :
 - a.All disputes or differences in respect of which the decision, if any has not become final or binding as aforesaid shall be settled under the provisions of Arbitration and Conciliation Act, 1996 and its subsequent amendments. Delhi courts shall have the exclusive jurisdiction in the manner.
 - a.In case disputes of differences are not resolved amicably, then it shall be referred by either party to the Delhi international arbitration centre, under the administrative control of Delhi High Court.
 - a.The venue of above arbitration shall be Delhi and the cost of the Arbitration shall be shared equally by the parties.

10. Professional Liability Period (PLP) clause as per CVC guidelines for consultancy works i.e. 'Warranty Period in this case' shall be normally one year after the handing over of site or issue of successful work completion certificate, whichever is earlier. Selected firm shall supervise rectification works of defects noticed during the PLP. Selected firm or Project In-Charge/ Executive of Customer shall issue maintenance completion certificate, after successful completion of Profession Liability Period.

In the eventuality of selected firm not responding and organizing defects rectification works through selected firm, during the PLP, matter will be reported to Customer for timely intervention and compliance.

11. Confidentiality of documents/ data & NDA

The selected firm shall maintain confidentiality of documents and data. All documents relating to work should be kept secure and protected at all times from any unauthorized use or access. The selected firm shall use all the documents and other data and information of a proprietary nature received from the Customer and RailTel, Solely for the purpose of performing and carrying out the obligations on his part and shall not disclose the same to any other person except to the extent required, in the performance of the work for the Project and shall maintain the utmost secrecy. The Selected firm shall bind its employees who are involved in Engineering of the Project by a suitable secrecy Agreement. In this regard selected firm will sign Non-Disclosure Agreement (NDA) with RailTel.

12. Compensation for Inferior Services

In case of failure, on the part of Project, as decided by Project-In-Charge, leading to sub-standard work, use of untested material, design failure, deviation in technical specifications or any breach of terms & conditions of PMC contract, a penalty equal to 10% of the consultancy fee, shall be recovered and no consultancy fee shall be paid against the value of defective work at any stage of work, either in running or final bill.

13. Other Terms & Conditions :

- i. In case, the work is examined by Chief Technical Examiner; Chief Vigilance Officer, internal Vigilance or Technical Audit of Customer, it will be responsibility of selected firm to supply and submit all necessary reply, clarifications and justification to these department(s). Role of selected firm shall be limited to the extent selected firm's has been involved in preparation of BOQ, tender document, specifications, network diagrams & design & Supervision for execution of the work.
- ii. Selected firm shall assist Customer in arbitration and litigation cases that may arise out of contracts entered into by Customer. Selected firm shall also assist Customer in replying to Audit paras.
- iii. Selected firm will comply with guidelines on conflict of interest under the guidelines issued by CVC from time to time.
- iv. Rest all Terms and Conditions would be as per agreement between REL and Customer.

RAILTEL