

RAILTEL CORPORATION OF INDIA LIMITED  
TENDER NO. RCIL/2018/P&A/29/2 Dated: 27/12/2018

RAILTEL CORPORATION OF INDIA LIMITED  
(A Government of India Undertaking- under Ministry of Railways)  
Plot no. 143, Sector-44, Gurgaon  
Website:-www.railtelindia.com



TENDER NO. RCIL/2018/P&A/29/2 DATED 27/12/2018

**TENDER DOCUMENT**

**FOR**

Carrying out Assessment of level in line with  
People Capability Maturity Model or equivalent

**ADDRESS TO WHICH TENDER DOCUMENTS ARE TO BE DESPATCHED:**

GGM/HRD  
HR DEPARTMENT  
RAILTEL CORPORATION OF INDIA LIMITED

PLOT NO. 143, SECTOR-44,  
GURUGRAM-122003.

LAST DATE OF RECEIPT OF TENDER DOCUMENTS-  
DATE OF OPENING OF BIDS-

17/01/2019-1500 HRS  
17/01/2019-1530 HRS



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### SECTION-1

#### 1. NOTICE INVITING TENDER

Sealed tenders are invited for engagement of assessors by M/s.RailTel Corporation of India Limited, Gurugram( RAILTEL in short) for carrying out assessment of existing maturity level in linewith People Capability Maturity Model or equivalent and road map for next level.

<b>Table-1</b>	
<b>Time Sheet- Bid collection and submission details:</b>	
Tender reference Number	RCIL/2018/P&A/29/2 DATED 27/12/2018
Last date and time for seeking clarification by the Bidders	16/01/2019.
Last date and time for bid submission	17/01/2019 1500 Hours
Date of opening of bids	17/01/2019 1530 Hours
Date of giving presentation by the bidders who meet the minimum eligibility criteria	Will be informed through email to the bidders Meeting the minimum eligibility criteria
Place of bid submission	RAILTEL CORPORATION OF INDIA LIMITED, PLOT NO.143, SECTOR-44, GURUGRAM-122003.
Contact Person	Smt. Ruby Dhar/Sr. Manager/P&A.
Offer validity period	Offer against Tender should remain valid for 180 days
Place where tender offers would be opened	RAILTEL CORPORATION OF INDIA LIMITED, PLOT NO.143, SECTOR-44, GURUGRAM-122003.
Fax No	+91 124 4236084
Telephone No.	+91 124 2714000
E-mail	ruby@railtelindia.com
Tender Type	Single Packet System
Estimated cost of the work	Rs.7.25 lakhs +Taxes extra
Place of obtaining tender documents	Downloading from website, addresses of which are given below
Website for downloading tender documents	<a href="http://www.railtelindia.com">www.railtelindia.com</a>
Cost of Tender Document	Rs.590/- including GST @18%- to be paid in Cheque/DD, at the time of submission of Tender.
EMD (Earnest Money Deposit)	Rs. 15,000/- to be paid in Cheque/DD, at the time of submission of Tender. In case of non-selection the amount (without interest) will be returned to the bidder. In case of successful bidder the amount, after adjustment of any due, will be returned to the bidder (without any interest).
Last date for Receipt of Tenders	Up to 1500 hrs. on 17/01/2019.
Address to which tender documents should be sent	Group General Manager(HRD), HR deptt.,RailTel Corporation of India Ltd.



Address to which tender documents should be sent	<p>Corporate office,143, Institutional Area, Sector-44, Gurugram-122 003, India.</p> <p>Sealed Tenders can also be dropped in the designated Tender Box which will be made available at the above address.</p>
Date & Time of Opening of Bids	<p>15:30 Hrs. on 17/01/2019 in the presence of such Tenderers/their Authorized representatives who are present, if any, at RAILTEL CO Office, at that time.</p> <p>The bidder's representatives present, shall sign on a register of attendance and minutes and they should be authorized by their respective companies to do so.</p> <p>A copy of the authorization letter should be brought for verification.</p>
Addendum, corrigendum, etc.	<p>Addendum, modification, change of last date, if any, etc., will be uploaded on the website <a href="http://www.railtelindia.com">www.railtelindia.com</a> only. Tenderers are requested to verify the website before submitting the tenders and also from time to time till finalization of the tender</p>

**Note: -**

- RAILTEL reserves the right to cancel or withdraw this tender enquiry at any stage without assigning any reason whatsoever, and no further correspondence shall be entertained in this regard.
- RAILTEL reserves the right to reject or accept any tender offer irrespective of whether it is lowest/ otherwise without assigning any reasons, whatsoever.
- RAILTEL reserves the right to disqualify any tenderer during or after completion of tender process, if it is found that there was a material misrepresentation by any such Applicant or the Applicant fails to provide, within the specified time, supplemental information sought by RAILTEL.
- RAILTEL reserves the right to verify all statements, information and documents submitted by the tenderer in response to the tender. Any such verification or lack of such verification by RAILTEL shall not relieve the tender of his obligations or liabilities hereunder nor will it affect any rights of RAILTEL.



## SECTION-2

### 2. GLOSSARY

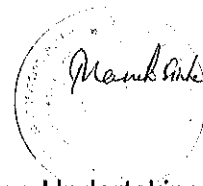
In this document, the following terms shall be interpreted as indicated below:

- 2.1 "Vendor" or "Contractor" or "Service Provider" or "consultant" shall mean the successful bidder to whom the contract has been awarded and with whom the Tendering Authority signs the contract for rendering of goods and services.
- 2.2 "Corporation" or "RAILTEL" or "RCIL" means RailTel Corporation of India Limited
- 2.3 "Contract" means the agreement entered into between the Tendering Authority and the Vender, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- 2.4 "Bidder" means any firm / company registered in India, who wants to bid for this tender as per the terms and conditions of this Tender.
- 2.5 "The Contract Price" means the price payable to the Successful Bidder under the Contract for the full and proper performance of its contractual obligations;
- 2.6 "The Goods" means all the material/ services, which the Vendor is required to supply to the Tendering Authority under the Contract;
- 2.7 "Services" means services ancillary to the supply of the Goods, such as Carrying out Assessment of level in line with People Capability Maturity Model or equivalent, Content Packaginguploading and delivery, implementation, training, transportation and insurance and any other incidental services and other obligations of the Vender covered under the Contract;
- 2.8 "Day" means a week day.
- 2.9 Operation Time will be taken from 9.30 AM to 5.30 PM of the Day
- 2.10 "Tendering Authority" means the Head of the Department (Human Resources)
- 2.11 "Similar Assignment" or "similar study" means Carrying out Assessment of level in line with People Capability Maturity Model or equivalent and suggesting further roadmaps.

## SECTION-3

### 3. About RAILTEL

RailTel Corporation of India Ltd (RCIL) is a Schedule-A Public Sector Undertaking (Mini Ratna, Category-I) under Ministry of Railways and one of the largest neutral telecom



infrastructure providers in the country owing a Pan-India optic fiber network on exclusive Right of Way (ROW) along Railway track, with Corporate Office at Gurugram-03 and Registered Office at Shastri Park, Delhi-53.

RAILTEL has one Corporate Office in Gurugram, four Regional offices located at Kolkata, Secunderabad, Mumbai and New Delhi and Territory Office located at Guwahati, Bhuvneshwar, Patna, Raipur, Chandigarh, Lucknow, Jaipur, Chennai, Bangalore, Ernakulam, Ahmedabad and Bhopal.

As on 01-11-2018, RAILTEL has manpower of 493 Executive Employees and 14 Non-Executive Employees. The no. of Male Employees is 476 (466 Executive Employees and 10 Non-Executive Employees) and 51 Female Employees (47 Executive Employees and 04 Non-Executive Employees).

#### SECTION-4

##### **4.(I) Scope of Work**

**Carrying out Assessment of level in line with People Capability Maturity Model or equivalent**

##### **Background:**

Every year, RAILTEL enters into an MOU (Memorandum of Understanding) with its Administrative Ministry, i.e. Ministry of Railways. Based on achieving the targets as agreed vide the MOU, RAILTEL is ranked Excellent, Very Good, Good, Fair and Poor.

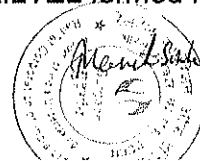
One of the targets under the MOU for the year 2018-19 is "Assessment of Level in line with People Capability Maturity Model (P-CMM) or equivalent in the CPSE and placing the matter before the Board for a decision whether to go for up-gradation in the level and if yes, getting approval for the timelines from the Board and if no, justifiable reasons to be recorded in the Board resolution". To achieve this MOU Target, RailTel is seeking consultancy by engaging Consultants through this tendering process. The Consultant so appointed is expected to assist the Company to fulfill the said objective and such task inter alia include (i) to conduct a Survey/GAP analysis to determine the existing Maturity Levels (ii) Roadmaps to be prepared **for reaching to next level** and (iii) to give presentation(s) to the Board level or Committee and upon approval, assist the Company in implementation thereof.

The core objective is to identify and implement human resource practices/processes that continually improve capability of the Corporation.

##### **4.(II)**

The scope of work will broadly be covering the following:

- (i) Conducting One Day Orientation workshop for Top Management and all Heads Of Departments/ key personnel (Approximately 40 persons).
- (ii) Conducting three days intensive Training on PCMM V2.0 or equivalent model for Assessment Team Member (ATM) / core team members of RAILTEL formed for the Project.



- (iii) Establishing the level of P-CMM V2.0 or equivalent at which organization is and reporting the same, after studying the available data of the organization i.e. Undertaking a survey/GAP Analysis to assess current level of maturity of organization as against P-CMM levels or equivalent and reporting the same.
- (iv) Recommending whether to go for up-gradation in maturity level and suggesting timelines and road map for such up gradation i.e. presenting recommendations for BOD's/committee's perusal by addressing key findings.
- (v) Developing and submitting roadmap and action plan for up-gradation to next levels along with specific timelines.
- (vi) **Providing implementation**

#### **4.(III) Deliverables**

- (i) Report on current assessment done with respect to level as against P-CMM V2.0 and action plan for upgrading the levels, if any.
- (ii) The recommendations suggesting improvements in terms of forms, tables, annexure & formats be submitted as per the scope of the work.
- (iii) Report on practicability and feasibility of recommendations/suggestions should also be submitted for appraisal of the committee/BOD.

#### **4.(IV) Reports/recommendations to be submitted by the Consultant must contain**

- (i) Methodology (tools/techniques) used for various process areas and related goals.
- (ii) Conformances/ Non conformances in each process area and corresponding goals and degree of conformances/non-conformances through rating scales used.
- (iii) Executive summary on key strengths and weaknesses or SWOT analysis.
- (iv) Integrated report on As-Is and Desired state.
- (v) Best practices report on each process areas and corresponding goals for process benchmarking.
- (vi) Detailed organizational developmental plan with roadmaps for next higher levels (key activities, milestones, review mechanism and governance) and timelines.
- (vii) In case of non-conformances to the level assessed, developmental suggestions to close non-conformances will have to be provided for the level assessed. In case of satisfactory conformances on the level assessed, developmental suggestions for up gradation to next levels will have to be provided.
- (viii) It may be noted that the diagnostic gap assessment will be conducted covering P-CMM V2.0 process areas. Diagnostic gap assessment is not a formal P-CMM based SCAMPI appraisal or similar appraisal in an equivalent model. Intent of the gap assessment is to evaluate the current processes/ policies/ practices vis-a-vis the P-CMM V2.0 Levels or an equivalent model parameters and identify the gaps against each process areas along with recommendations. Also based on the current state of implementation and maturity level, a

road-map for adapting to the next level of P-CMM V2.0 or an equivalent model would be recommended with broad tentative timelines.

**4.(V)** A step by step description of the approach & methodology to be adopted for carrying out the study should be submitted in the tender proposal.

**4.(VI)** The firm shall submit all necessary documentary evidence to establish that the firm possesses the qualifications, requirements, as detailed above and performance certificates from the clients for whom similar study was conducted.

**4.(VII)** In addition the information on Company profile in terms of average turnover of last three years and experience in consulting assignment to be provided.





**SECTION-5**

**5. GENERAL TERMS AND CONDITIONS :**

**5.(I) NON TRANSFERABLE TENDER**

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the vender, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Corporation.

**5(II). QUALIFICATION CRITERIA**

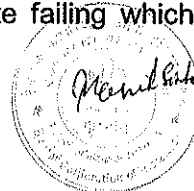
- (i) The bidder may be a Government Organization / PSU / PSE / partnership firm / proprietary firm/consultancy firm or Company under Indian Laws.
- (ii) The bidder should be in existence for minimum 3 years.
- (iii) Consortium of multiple entities (having common controlling shareholders or other ownership interest) shall be permitted to bid. The Bidder should have minimum turnover of at least Rs.15.00lacs per annum in past 3 years,i.e.,2017-18, 2016-17, 2015-16.
- (iv) An undertaking to the effect that the firm or any of its partner, director, Board Member has not been blacklisted by any Government /Semi Government Organization/statuary body (Annexure-II).
- (v) The bidder should have an established office set up in India.
- (vi) The bidder shall constitute a team of qualified professionals consisting of at least one certified Assessment Team Member for carrying out Assessment of level in line with People-CMM orequivalent.

**5(III). OFFER VALIDITY PERIOD**

Offers against Tender should remain valid for 180 days from the date of Tender opening.

**5(IV). COMPLETENESS OF TENDER DOCUMENT**

- (i) The Bidder is expected to examine all instructions, forms, terms, conditions, and specifications in the Tender document. Failure to furnish any information required by the Tender document or submission of a tender offer not substantially responsive in every respect to the tender document will be at the Bidder's risk and may result in rejection.
- (ii) All tenders must be absolutely clear and complete failing which the same will not be considered.



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- (iii) All columns would be properly and legibly filled in. No column would be left blank. Any correction in the rates etc. would be duly attested by the tenderer. Alterations, if any, not authenticated with attestation may result in the rejection of the tender.
- (iv) Rates quoted by the tenderer in figures and words will be accurately filled in so that there is no discrepancy in the rates written in figures and words.
- (v) Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that the interpolation is not possible. The total amount would be written both in figures and in words. In case of figures the word Rs. would be written before the figures of rupees, e.g., Rs 2 only. In case of words, the word Rupees should precede the quoted rate.
- (vi) In case of discrepancy in the figures and words the amounts mentioned in words will be taken as final.
- (vii) The price quoted in the tender will remain firm during the currency of contract including the extended period if any. Escalation is not admissible during the period of the contract, towards increase in the rates of the materials and labor or any other charges during the contract period including the extended period if any.
- (viii) All pages in the bid shall be stamped with the official company seal and duly signed by the authorized signatory.**
- (ix) The Bid should be complete to indicate that all products and services asked for are quoted and should give all required information including technical data, design flow chart, technical specifications, data sheet of the quoted products in an organized and neat manner. No documents, brochures, leaflets, etc. should be submitted in loose form.
- (x) The prices quoted should be without any conditions.**
- (xi) The price must be filled in completely, without any error, erasures or alterations
- (xii) Tenderer should quote only all-inclusive lump sum price, inclusive of GST, travelling expenses etc.,
- (xiii) The price offer shall be on a fixed price basis, inclusive of all taxes, no price variation should be asked for relating to increase in GST, etc.
- (xiv) All expenses to be incurred by the contractor during the period of consultancy, viz., study, generation and distribution of response sheets/questionnaires, data collection, interaction, analysis, preparation of reports, presentations, providing suitable number of copies of reports to RAILTEL, visits to various places, stay, travel, etc., and any other expenditure incidental to their services/ preparation of reports shall be borne by the bidder. No additional compensation/reimbursement shall be paid/done on this account.
- (xv) It is the responsibility of the Bidder to clearly identify all costs associated with any item or series of items in this Tender. The Bidder must include and complete all parts of the price bid in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate



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details in the Bidder's cost proposal will be considered as valid ground for rejection of the Bidder's proposal. Costs that are not clearly identified will be borne by the Bidder.

- (xvi) The bids prepared by the bidder and all correspondence and document relating to the bids exchanged by the bidder and the Corporation shall be written in English.

**5(V).Submission of Tender:**

- (i) Tender, alongwith cost of tender document and EMD, shall be submitted in sealed single packet super scribed in bold letters with the name of the work as **"TENDER FOR CARRYING OUT ASSESSEMENT OF LEVEL INLINE WITH PEOPLE CAPABILITY MATURITY MODEL OR EQUIVALENT –TENDERNO. RCIL/2018/P&A/29/2 dated 27/12/2018.**
- (ii) The tender shall be sent so as to reach the addressee by the time and date mentioned in Section – 1. Tenders received beyond specified time and date shall be summarily rejected. The Corporation shall not be in any way responsible for postal delays/damages/loss. In the event of the specified last date for submission of tender being declared a holiday, the tenders will be received up to the appointed time on the next working day. The bid will be opened at the time and place mentioned in Section-1. Tenders have to be sent by post/courier/handed over personally to/at the address as mentioned in Section-I, in closed envelope. Quotations received by e-mail/ Fax will not be accepted.
- (iii) The Bid shall contain the documentary proof for eligibility criteria and complete technical proposal. The bid should include technical proposal with full details including description and services so as to enable technical assessment of the proposal. This shall also include a categorical clause wise compliance statement. The bid must be submitted in a structured manner. The tender document duly filled in under each head and signed with company's/firm's seal/stamp

**5(VI). CLARIFICATION OF OFFER**

The bidders/prospective bidders may seek clarification on matters relevant to the tender through email. All such email should be addressed to the contact person mentioned in section-1. While all attempts will be made to provide clarification to the bidder, the Corporation, reserves, its right to respond or not to respond to any email received from the bidder.

To assist in the scrutiny, evaluation and comparison of offer, the Corporation may, at its discretion, ask some or all Bidders for technical clarification of their offer. The request for such clarification and the response shall be in writing or by mail. To speed up the response process, the Corporation, at its discretion, may ask for any technical clarification to be submitted by means of fax /email by the Bidder. In such cases, original copy of the document describing the technical clarification must be sent to the Corporation by means of courier / in person in addition to the copy sent in fax/ email.

**5(VII).EVALUATION OF BIDS**



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Bids received will be opened on the specified day in the presence of representatives of the bidders, who choose to be present as per the schedule stipulated. Subsequently a detailed analysis will be carried out. The short-listed bidders who will score more than or equal to 50 out of 70 in **Section-I** of below criteria will be called for making a presentation to a committee set up by Competent Authority. The bid will be analyzed and evaluated, based on which the Relative Score (RS) shall be assigned to each bid. Bids receiving a RS greater than or equal to a score of 70 (cut-off marks) (Combined Score of **Section I and Section II**) will be eligible for further consideration. The Parameters of evaluation are broadly as per the following table.

<b>Marks Distributions: (Maximum Points 100)</b>		
<b>CRITERIA</b>	<b>Criteria Points</b>	<b>(Max Marks)</b>
<b>Section-I</b>		
<b>1. The bidder should have certified resources- Lead Assessor training in People Capability Maturity Model (P-CMM) or equivalent (recognized by the CMMI Institute) as Project Lead and Certified Assessment Team Members.</b>		<b>Max Marks 20</b>
a. 1 Lead Assessor Certified in P-CMM as Project Lead and 2 Certified Assessment Team Members.	20	
b. 1 Lead Assessor Certified in P-CMM as Project Lead and 1 Certified Assessment Team Members.	15	
c. 1 Lead Assessor Certified in P-CMM as Project Lead and 0 Certified Assessment Team Members in P-CMM.	10	
d. 1 Certified Assessment Team Members in P-CMM.	5	
<b>2. Satisfactory Services Certificate from Organizations where bidder has successfully completed *similar assignment</b>		<b>Max Marks 20</b>
a. Satisfactory Services Certificate by 2 Clients in Organizations with employees strength >300	20	
b. Satisfactory Services Certificate by 1 Clients in Organizations with employees strength>300	15	
c. Satisfactory Services Certificate by 2 Clients in Organizations with employees strength of 100-300	10	
d. Satisfactory Services Certificate by 1 Client in Organizations with employees strength of 100-300	5	
<b>3. Track of being in the Business relating to PCMM or *similar work for at least 3 financial years:</b>		<b>Max Marks 10</b>
a. Being in the Business for more than 4 years	10	
b. Being in the Business for 3 to 4 years	5	
<b>4. Average Turnover in last 3 years (2017-18, 2016-17 &amp; 2015-16):</b>		<b>Max Marks 10</b>
a. 50 lakh and above	10	

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b. Between 15 Lakh- 50 Lakh	5	
<b>5. Experience of working with Public Sector/ Central/ State Governments/ Companies under Indian Laws</b>		<b>Max Marks 5</b>
a. 5 or more organizations	5	
b. 3-4 organizations	3	
c. 1-2 organizations	1	
<b>6. Having Resource person as a Team member(s) with experience of working in Railway/ Railway PSU</b>		<b>Max Marks 5</b>
<b>Total of Section-I</b>		<b>70</b>
<b>Section-II</b>		
<b>7. Steps by step description of the approach &amp; Methodology to be adopted for carrying out the study</b>		<b>Max Marks 5</b>
(Marks to be awarded by the Duly appointed Committee)		
<b>8. Presentation to Technical Evaluation Committee/ Representation of RailTel</b>		<b>Max Marks 25</b>
(Marks to be awarded by the Duly appointed Committee)		
<b>Total of Section-II</b>		<b>30</b>
<b>TOTAL SCORE (Section-I &amp; II)</b>		<b>100</b>

\*similar work shall mean work credentials in areas such as PCMM audit, ISO 9000 Audit for HR functions, HR Audit, Employee satisfaction Audit, Training Audit, Benchmarking of HR processes etc.

Note:

1. Bidders have to provide copies of supporting documents against each criterion mentioned above, without which bid may be rejected. The minimum qualification score for the Bid would be 70. However, the **Competent Authority may decide to increase or decrease the qualifying score if no eligible bid is received amongst the responses.**
2. Corporation reserves the right to judge, appraise and reject any or all proposals at any stage at its discretion and the bidder(s) will not have any right to raise any claim or dispute in this regard
3. With regard to the Companies under Indian Laws as at Item 5 above, the Committee appointed for the evaluation of the presentation will discuss and decide.

**5(VIII).SHORT LISTING OF QUALIFIED BIDDERS**

The Evaluation Committee will short list qualifying Bidders and Price bids of only such Bidders will be opened. The Tender Committee will determine whether the price bids are complete, correct and free from any computational errors and indicating correct prices in local currency (Indian Rupee).



**5(IX).AWARD CRITERIA**

(i) Contract will be awarded to the Bidder, whose price bid is the lowest. In case of a tie, the bidder with the highest RS will be awarded the contract.. Contract may be awarded even if only one bidder qualifies. RailTel Corporation of India Limited reserves the right to take appropriate decisions in such case and it shall not be binding on the RailTel Corporation of India Limited to award the contract.



**SECTION-6**

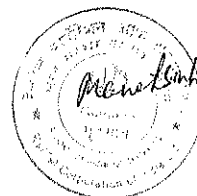
**6. OTHER TERMS AND CONDITIONS :**

(i) Conditional tenders and additional conditions of the tenderer will not be considered.

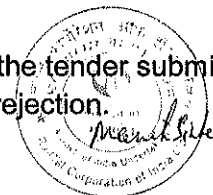
(ii) **PERFORMANCE GUARANTEES (P.G.):**

The procedure for obtaining Performance Guarantee is outlined below:-

- (a) The successful tenderer shall give a performance guarantee amounting to 10% of contract value within 15 days from the date of issue of LOA. Extension of time for submission of PBG beyond 15 days from the date of issue of LOA may be granted subject to the conditions that a penal interest of 15% per annum of the amount of BG shall be charged for the period of delay beyond 15 days i.e., 16<sup>th</sup> day after date of issue of LOA. In case the successful bidder is not able to submit PBG, the bidder will have options to submit this amount in the form of Demand Draft/FDR. In case the bidder fails to submit the requisite PBG even after 21 days from the date of issue of LOA, the contract shall be terminated. The failed contractor shall be debarred from participating in re-tender for that work. PBG (DD/FDR in lieu) shall be released after Physical completion of work based on "Completion Certificate" issued by Competent Authority.
- (b) The successful bidder shall submit the Performance Guarantee amounting to 10% of the contract value in the form of Irrevocable Bank Guarantee.
- (c) The Performance Guarantee should be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. The PBG shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time, for completion of work plus 60 days.
- (d) The value of PBG to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (Five percent) for excess value over the original contract value shall be deposited by the contractor.
- (e) The Performance Bank Guarantee (PBG) shall be released after the physical completion of the work based on the Last Provisional Acceptance Certificate issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and issue of the certificate of final acceptance of entire system specified in the contract and after passing the final bill based on 'No Claim Certificate' from the contractor.
- (f) Whenever the contract is rescinded, the Performance Bank Guarantee shall be encashed the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or partnership firm, then every member or partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/Partnership firm.



- (g) RAILTEL shall not make a claim under the Performance Bank Guarantee except for amounts to which the RailTel is entitled under the contract (Notwithstanding, and /or without prejudice to any other provisions in the contract agreement) in the event of:
- 1) Failure by the contractor to extend the validity of the Performance Bank Guarantee as described herein above, in which event the RAILTEL may claim the full amount of the Performance Bank Guarantee.
  - 2) Failure by the contractor to pay RAILTEL any amount due either as agreed by the contractor or determined under any of the clauses/conditions of the agreement, within thirty days of the service of the notice to this effect by Engineer.
  - 3) The contract being determined or rescinded, the Performance Bank Guarantee shall be forfeited in full and shall be absolutely at the disposal of the RailTel Corporation of India Ltd.
- (iii) In the event of any breach of contract on the part of the contractor , the Corporation reserves the right to cancel the contract and get the balance work executed by some other sources at the risk and cost of the contractor . The work will be commenced and completed as per the time schedule mentioned in the work order.
- (iv) If as a result of any post audit, any amount is found to be recoverable from the contractor, the same will be recovered first from any sum due to the contractor against any current bill of the contractor and/or from any other amount due from the Corporation and/or on demand.
- (v) If the successful bidder makes default in proceeding with the work with due diligence, due to lack of resources or organization or work operated is not up to the expected standards, the Corporation reserves right to cancel the contract at 3 (three) days notice at any time during the currency of the contract. If the successful bidder fails to execute the work as per conditions of the contract the Corporation reserves the right to cancel the contract and to get the work executed through other agencies at the risk and cost of the successful bidder/contractor. The Corporation would be entitled to withhold any sum due and payable to the successful bidder/contractor as a result of the said breach or default. The contractor will not have any claim for compensation or otherwise on this account.
- (vi) Liquidated damages: Notwithstanding and in addition to the conditions, with regard to imposition of penalty elsewhere in this tender document, the Corporation reserves the right to impose liquidated damages@ 1% of the contract price per week of delay/default or part thereof until the actual providing of the service in case the successful bidder delays in beginning of the work / fails to complete the work as per time schedule mentioned in the work order. The Corporation also reserves the right to cancel the work order and get the work executed through another party at the risk and cost of the contractor whose work order has been cancelled.
- (vii) Canvassing in connection with tenders is strictly prohibited and the tender submitted by the bidder/ tenderer who resorts to canvassing will be liable for rejection.



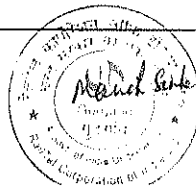


RAILTEL CORPORATION OF INDIA LIMITED  
TENDER NO. RCIL/2018/P&A/29/2 Dated: 27/12/2018

- (viii) No claim for the increase in the price during the contract period will be entertained by RAILTEL.
- (ix) Notwithstanding anything stated elsewhere in this tender document, RAILTEL reserves the right to terminate the contract by giving one week notice and in that case RAILTEL will not be liable to pay any further amounts for the remaining part of the work which is yet to be carried out by the contractor even though the same is part of schedule mentioned in the work order.
- (x) **ARBITRATION:** In case of dispute between RAILTEL and Private Party/Vender 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 arbitration-
- (a) The Arbitration shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996 and amendments thereof. The arbitration proceedings shall be conducted in English language. The seat of arbitration shall be at Gurugram.
- (b) The arbitration shall be conducted by a sole arbitrator to be appointed by CMD/RailTel.
- (c) The award passed by the sole arbitrator shall be final, conclusive and binding on the Parties.
- (d) Each party shall bear the cost of preparing and presenting its case, the cost of arbitration including fees and expenses of the arbitrator shall be shared equally by the Parties unless the award provides otherwise.
- (xi) RailTel Corporation of India Limited reserves the right to alter /amend any of the above provisions in the tender document, at its discretion, before finalization of the tender.
- (xii) RailTel Corporation of India Limited shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever
- (xiii) The work will broadly comprise of the following phases:-

For all purposes, the date of award of Work Order either by post or e-mail shall be treated as the Day 1.

S.No.	Phase	Expected time line for completion
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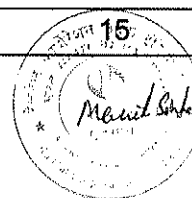


RAILTEL CORPORATION OF INDIA LIMITED  
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1.	<b>Preparing phase - Activities include:</b> (i) Conducting One Day Orientation workshop for Top Management and all Heads Of Departments/ key personnel. Approximately 40 Persons. (ii) Conducting three days intensive Training on PCMM V2.0 or equivalent model for Assessment Team Member (ATM) / core team members formed for the Project (iii) All preparatory activities like generation and distribution of questionnaires, fixation of interview/ interaction dates for officials/employees at Head Office and Project Offices (at least one project office) in consultation with the Head of HR, etc.	Day -1 to 10
2.	<b>Surveying phase - Activities include:</b> (i) Carrying out Questionnaire Sessions, interviews, group sessions, individually outside of a group session or online at Head Office and Project Offices (ii) Compilation of survey feedback forms , interview reports, minutes, etc.	Day - 11 to 25
3.	<b>Assessing phase - Activities include:</b> (i) Undertaking Gap Analysis to assess current level of maturity of organization as against P-CMM levels or equivalent (ii) Establishing the level of P-CMM or equivalent at which organization is, etc.	Day - 26 to 40
4.	<b>Reporting phase - Report includes:</b> (i) Reporting the assessment results with Practice-to-Goal Mappings with road map and action plan for up-gradation of the level of maturity as per the P-CMM Model or equivalent along with specific timelines, etc (ii) Recommendation whether to go for upgradation in maturity levels and suggesting <u>roadmap</u> and timelines for such upgradations. (iii) Recommendations for addressing key findings through Submission of draft report / presentation of the report to RailTel (iv) Submission of final report on receiving approval for the draft report from RailTel and acceptance of the final report by RailTel after final presentation to RailTel Management, if required.	Day -40 to 60
5	<b>Implementation phase</b> 1. Handholding for the nominated implementation committee	15 days

(xiv) Lump sum price for the work will be paid to the contractor and the stage payments are as under

Stage of Completion of work	% of lump sum to be released by RCIL
Completion of Orientation and Training programs	15
Completion of Surveying and Assessment	15



RAILTEL CORPORATION OF INDIA LIMITED  
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Submission of draft report /presentation of the report to RCIL	20
Submission of final report and acceptance of the same by RCIL after final presentation to RCIL Management, if required.	40
Handholding for the implementation	10

- (xv) The awardee of the assignment would be assisted by HR Deptt. of RailTel in providing the required details in relation to the employee data, training undertaken by them so far, and also of other rules and regulations as are already in force in RailTel and included in HR Manual as well. A copy of the manual would be provided by RailTel. All other information /documents as may be required shall be made available to the awardee promptly.
- (xvi) Printing and generation of all forms, questionnaires, response sheets, etc will be the responsibility of the contractor at his cost.
- (xvii) Any cost or time overshoot is liable to be rejected by the Management.
- (xviii) RailTel Corporation of India Limited will not be responsible for any violation/infringement of copyrights/trademark relating to the People Capability Maturity Model(P-CMM) or their equivalent and the selected contractor has to submit an undertaking on notarised affidavit indemnifying the RailTel Corporation of India Limited against any such violation/infringement.
- (xix) For the purposes of this transaction, the bidders/contractor shall ascertain the applicability of all Indian laws and shall ensure compliance with the same.
- (xx) Consultant shall not use or disclose any confidential information during the validity of agreement and thereafter without prior approval from RAILTEL in writing. The reports/recommendations/implementation modules/any data and all records or documents pertaining to this tender including soft copies thereof, shall be treated as confidential by bidder /contractor and shall not, without written consent of RAILTEL, be made available to any person and shall be delivered to RCIL upon completion of the work and shall become the property of RCIL.
- (xxi) The Bidder will have to give a certificate that he is not related to any Officer of RCIL. Otherwise the Tenderer should give a declaration along with his tender about the names of the relatives, who are employed in the RailTel Corporation of India Ltd. **(Annexure-III)**
- (xxii) The Bidder shall give an undertaking that he has not made any payment or illegal gratification to any person /authority connected with the bid process so as to influence the bid process and has not committed any offence under the Prevention of Corruption Act in connection with the bid. **(Annexure-IV/V).**



RAILTEL CORPORATION OF INDIA LIMITED  
TENDER NO. RCIL/2018/P&A/29/2 Dated: 27/12/2018

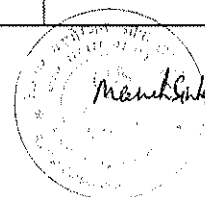
- (xxiii) The Bidder shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid. **(ANNEXURE-IV/V).**
- (xxiv) The Bidder shall disclose any information regarding any current litigation in which the tenderer is involved **(ANNEXURE-VI).**
- (xxv) Bidder contractor is advised to refer and make a note of the provisions of Circular No.01/01/2017 dated 23.01.2017 on Systemic Improvement Guidelines-Engagement of Consultants, Circular No.08/06/11 dated 24.06.2011 on Selection and employment of Consultants and other Circulars/guidelines issued by the Central Vigilance Commission ,Ministry of Finance , Government of India issued from time to time for necessary compliance.
- (xxvi) The Bidder is expected to carry out its assignment with due diligence and in accordance with the prevailing standards of the profession.
- (xxvii) The Bidder will cooperate fully with any legitimately provided /constituted investigative body, conducting inquiry into processing or execution of this contract/any other matter related with the discharge of contractual obligations by the Tenderer/contractor .
- (xxviii) All payments will be made by the Corporation through online mode only. The Corporation will release each installment of payment within 15 working days from the date receipt of valid invoice from the Contractor after completion of each stage of the work . However, the Corporation will not be responsible for reasons beyond its control of the Corporation . Corporation is not liable to pay any interest/penalty /damages in this regard.
- (xxix) The tender process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gurugram/Haryana shall have exclusive jurisdiction overall disputes arising under, pursuant to and/ or in connection with the tender process.



**FORMAT-I**

**TECHNICAL Requirement**

1.	Name of the Company/Firm	
2.	Full Address Phone No. Fax No. Email id	
3.	Full Address of Registered Office Phone No. Fax No Email id	
4.	Full Name of Contact Person Phone No. Fax No. ,Email id.	
5.	Date of Establishment of the firm and the names of the Partners or Corporate status. (A copy of the partnership Deed or Articles of Association to be enclosed)	
6.	List of Lead Assessor(s) for P-CMM  Whether certified or not? (Copies of valid certificates to be enclosed).  If no such certified lead assessor is available the same should be clearly mentioned	
7.	List of Assessment Team Members for P-CMM.  Whether certified or not? (Copies of valid certificates to be enclosed).  If no such certified Assessment Team Member is available the same should be clearly mentioned	
8.	Copies of Satisfactory Services Certificate from Organizations where bidder has successfully completed similar assignment. Either, the certificate should contain number of employees on rolls of the Organization on the date of completion of assignment or the bidder has to submit a separate letter from the organization giving the number of employees on the date of completion of assignment.	



RAILTEL CORPORATION OF INDIA LIMITED  
TENDER NO. RCIL/2018/P&A/29/2 Dated: 27/12/2018

9.	Track of being in the Business for at least 3 financial years (Copies IT returns and audited financial results to be enclosed)	
10.	I.T. PAN No. (Copy of PAN card to be enclosed )	
11.	GST No. (Copy of Registration Certificate to be enclosed)	
12.	Average Annual Turnover for the last three financial years 2017-18 2016-17 2015-16 (copy of audited financial results to be enclosed)	
13.	Document containing step by step description of the approach & methodology to be adopted for carrying out the study to be enclosed	
14.	Experience of working with Public sector/Central/State Governments/Companies under Indian Laws (copies of experience certificate/satisfactory services certificate to be enclosed)	
15.	Bank Details: Name of the Bank Name of the Branch Bank Address Bank Account No IFSC Code/ RTGS Code (copy of bank pass book page having relevant information to be enclosed)	
16.	<b>ANNEXURE-I</b> to be enclosed <b>ANNEXURE-II</b> to be enclosed <b>ANNEXURE-III</b> to be enclosed <b>ANNEXURE-IV</b> to be enclosed <b>ANNEXURE-V</b> to be enclosed <b>ANNEXURE-VI</b> to be enclosed <b>Format-I</b> to be enclosed <b>Format-II</b> to be enclosed	



SIGNATURE OF THE TENDERER WITH SEAL

RAILTEL CORPORATION OF INDIA LIMITED  
TENDER NO. RCIL/2018/P&A/29/2 Dated: 27/12/2018

**FORMAT-II**

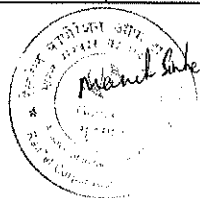
**PRICE BID**

<p><b>CONSOLIDATED PROFESSIONAL FEES FOR CARRYING OUT ASSESSMENT OF LEVEL IN LINE WITH PEOPLE CAPABILITY MATURITY (P-CMM) MODEL OR EQUIVALENT (PROFESSIONAL FEES should be all inclusive covering consultation fees, air fare/ train fare/taxi fare/boarding and lodging/stationery charges/telephone charges, etc). Nothing will be paid separately.</b></p>	<p>Rs. _____.</p> <p>In words Rupees _____</p> <p>GST Rs. . _____.</p> <p>In words Rupees _____ and _____</p> <p>Total Rs. . _____.</p> <p>In words Rupees _____</p>
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**The above amounts are subject to recovery/deduction of Income Tax / any other taxes by the Corporation as applicable as per Law**

**SCHEDULE OF PAYMENT**

Stage of Completion of work	% of lumpsum to be released by RCIL	Amount in Rs	GST	Total Amount
Completion of Orientation and Training programs	15			
Completion of Surveying and Assessment	15			
Submission of draft report	20			
Submission of final report	40			
Handholding for the implementation	10			



SIGNATURE OF THE TENDERER WITH SEAL

COVERING LETTER AND UNDERTAKING AS TO COMPLIANCE OF CONDITIONS AND NO  
COUNTER CONDITIONS

To,

GGM/HRD,  
RailTel Corporation of India Limited,  
Plot No. 143, Sector-44, Gurugram/Haryana-122003

Sir,

Sub: Tender for Carrying out Assessment of level in line with People CapabilityMaturity Model or equivalent - Reg

Ref: TENDER NO.RCIL/2018/P&A/29/2 Dated:27/12/2018

I/We hereby confirm having read by me/us read and/or explained to me/us so far all the terms and conditions stated in the tender documents and agree to abide unconditionally the terms and conditions stated therein.

2. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and conditions and other provisions contained in the tender documents, which have been read by me/us read and/or explained to me/us so far as they are applicable. In default of compliance any of these conditions, I/We agree to set off the extra cost if any, for carrying out the work at my/our

risk and cost and to pay the RCIL or its successors on demand as debt due any amount required to meet the extra cost of carrying out the work.

3. I/We hereby confirm having read and understood all the terms and conditions of the tender and abide by these terms and conditions. All the pages in the tender documents have been initialed/signed and stamped in token of acceptance of the terms and conditions of the tender documents.

4. I/ We hereby confirm that I/we have not put/ specified/ laid down any counter conditions and I/we accept the tender conditions and agree to abide by the same

Thanking you,



Yours faithfully,

SIGNATURE OF THE TENDERER WITH SEAL  
NAME AND ADDRESS

Place:



RAILTEL CORPORATION OF INDIA LIMITED  
TENDER NO. RCIL/2018/P&A/29/2 Dated: 27/12/2018

Date:

ANNEXURE-II

To,

GGM/HRD,  
RailTel Corporation of India Ltd.,  
Plot no.143, Sector-44, Gurugram- 122003

Sir,

Sub: Tender for Carrying out Assessment of level in line with People Capability  
Maturity Model or equivalent - Reg

\*\*\*\*\*

A. With reference to your Tender No RCIL/2018/P&A/29/2 dated:27.12.2018 and as per Cl. No.(iv) of Para-5(II) (QUALIFICATION CRITERIA), I/ we hereby certify that I/we/any of our partners, directors, Board Members has not been black listed by any Government /Semi Government Organization/statuary body

'Or'

B. I/We hereby certify that I/ we hereby certify that I/we/any of our partners, directors, Board Members has been black listed by the following Government /Semi Government Organization/statuary body :-

1.....

2.....

3.....

Thanking you.

Yours faithfully,

SIGNATURE OF THE TENDERER WITH SEAL

\*Strike out 'A' or 'B', whichever is not applicable.

Place :



RAILTEL CORPORATION OF INDIA LIMITED  
TENDER NO. RCIL/2018/P&A/29/2 Dated: 27/12/2018

Date :

Annexure-III

To,

GGM/HRD,  
RailTel Corporation of India Ltd.,  
Plot no.143, Sector-44,Gurugram.  
Pin- 122003

Sir,

Sub: Tender for Carrying out Assessment of level in line with People  
CapabilityMaturity Model or equivalent - Reg

\*\*\*\*

A. With reference to your Tender No RCIL/2018/P&A/29/2 dated:27.12.2018 and as per Cl. No.(xxiii) of Other Terms and Conditions of this Tender, I/we hereby certify that, we are not related to any Officer of RailTel Corporation of India Ltd. and also certify that I/we do not have any relatives employed in the RailTel Corporation of India Ltd.

'Or'

B. I/We hereby certify that my relative(s) working as Officer in RailTel Corporation of India Ltd., or any Officers of the rank of the Asst. Secretary or above in the Ministry of Railways, Government of India is given below:-

1.....

2.....

3.....

Thanking you.



Yours faithfully,

SIGNATURE OF THE TENDERER WITH SEAL

\* Strike out "A" or "B", whichever is not applicable.

Place :

RAILTEL CORPORATION OF INDIA LIMITED  
TENDER NO. RCIL/2018/P&A/29/2 Dated: 27/12/2018

Date :

Annexure-IV& V

To,

GGM/HRD,  
RailTel Corporation of India Ltd.,  
Plot no.143, Sector-44,Gurugram-122003

Sir,

Sub: Tender for Carrying out Assessment of level in line with People Capability  
MaturityModel or equivalent - Reg.

\*\*\*\*

A. With reference to your Tender No Tender No RCIL/2018/P&A/29/2 dated: 27.12.2018 and as per Cl. No.(xxiv) of Other Terms and Conditions of this Tender, I/we hereby undertake that, I/we have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and I/we have not committed any offence under the Prevention of Corruption Act in connection with the bid.

and

B. As per Cl. No.(xxv) of Other Terms and Conditions of this Tender, I/we hereby certify that I/we have nothing to disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

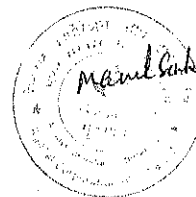
Thanking you.

Yours faithfully,

SIGNATURE OF THE TENDERER WITH SEAL

Place :

Date :



RAILTEL CORPORATION OF INDIA LIMITED  
TENDER NO. RCIL/2018/P&A/29/2 Dated: 27/12/2018

Annexure-VI

To,

GGM/HRD,  
RailTel Corporation of India Ltd.,  
Plot no.143, Sector-44,Gurugram-122003

Sir,

Sub: Tender for Carrying out Assessment of level in line with People Capability  
MaturityModel or equivalent - Reg

\*\*\*\*

A. With reference to your Tender No RCIL/2018/P&A/29/2 dated: 27.12.2018 and as per Cl. No.(xxvi) of Other Terms and Conditions of this Tender, I/ we hereby certify that, I/we do not have any current litigation with any party/ firms.

'Or'

B. I/We hereby certify that presently I/we are having litigation with the following party/ firms:-

1.....

2.....

3.....

Thanking you.



Yours faithfully,

SIGNATURE OF THE TENDERER WITH SEAL

\*Strike out 'A' or 'B', whichever is not applicable.

Place :

Date :

RAILTEL CORPORATION OF INDIA LIMITED  
TENDER NO. RCIL/2018/P&A/29/2 Dated: 27/12/2018

Annexure-VII

NOTARISED AFFIDAVIT ON Rs.100/- NON-JUDICIAL STAMP PAPER

To,

GGM/HRD,  
RailTel Corporation of India Ltd.,  
Plot no.143, Sector-44,Gurugram-122003

Sir,

Sub: Tender for Carrying out Assessment of level in line with People Capability  
MaturityModel or equivalent - Reg

\*\*\*\*

With reference to your Tender No RCIL/2018/P&A/29/2 dated: 27.12.2018 and as per Cl. No.(xx) of Other Terms and Conditions of this Tender, I/we hereby certify that by carrying out this work there will not be any violation/infringement of copyrights/trademark relating to the People Capability Maturity Model(P-CMM) Model or their equivalent by me/us and I/we hereby indemnify the RailTel Corporation of India Limited against any such violation/infringement.

Thanking you.

Yours faithfully,

SIGNATURE OF THE TENDERER WITH SEAL

Place :

Date :

