

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड  
(भारत सरकार का एक उपक्रम)

**RAILTEL CORPORATION OF INDIA LIMITED**  
**(A Govt. of India Undertaking)**  
**(CIN: U64202DL2000GOI107905)**

“रेलटेल के लिए ईआरपी सपोर्ट सेवाएं” हेतु इलेक्ट्रॉनिक निविदा दस्तावेज

**ELECTRONIC TENDER DOCUMENT**

**FOR**

**“ERP Support services for RailTel”**

**OPEN TENDER**

**E-निविदा संख्या RailTel/Tender/OT/CO/DNM/18-19/ERP Support/442**

**E-Tender No. RailTel/Tender/OT/CO/DNM/18-19/ERP Support/442**

निविदा दस्तावेज की कीमत: रु. 2,950- (टैक्स सहित)  
**Cost of Tender Document: Rs. 2,950/-(Including Taxes)**

**RAILTEL**

## खुली निविदा सूचना

**E-निविदा संख्या RailTel/Tender/OT/CO/DNM/18-19/ERP Support/442**
**दिनांक: 27.07.2018**

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड (रेलटेल) द्वारा “रेलटेल के लिए ईआरपी सपोर्ट सेवाएं” हेतु सिंगल पैकेट प्रणाली में E-निविदायें आमंत्रित की जाती हैं। इच्छुक निविदाकर्ता नीचे दिए गए कार्यक्रम के अनुसार निविदायें जमा करें :

a)	निविदा डाउनलोडिंग की शुरुआती तिथि	30.07.2018
b)	प्रश्न भेजने की अंतिम तिथि	03.08.2018
c)	प्री-बिड कॉफ्रेंस	07.08.2018
d)	निविदा डाउनलोडिंग की अंतिम तिथि	20.08.2018
e)	E- निविदा दस्तावेजों की प्रस्तुति	20.08.2018 15:00 बजे तक (ऑनलाइन)
f)	E- निविदा दस्तावेजों को खोले जाने की तिथि	20.08.2018 15:30 बजे (ऑनलाइन)
g)	धरोहर राशि (ई एम डी ) #	रु. 3 लाख
h)	निविदा दस्तावेज की कीमत #	रु. 2,950/- (टैक्स सहित) *
* ये बैंक ड्राफ्ट द्वारा रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, नई दिल्ली के पक्ष में देय होगा।		

# मान्यता प्राप्त सूक्ष्म तथा लघु उद्योगों को निविदा दस्तावेज का मूल्य एवं ईएमडी जमा कराने से छूट दी जाती है, अधिक जानकारी के लिए clause 22.7, chapter-4A देखें।

नोट: निविदा सूचना और निविदा दस्तावेज, वेबसाइट [www.railtelindia.com](http://www.railtelindia.com) तथा E-Tendering Portal <https://www.tcil-india-electronictender.com> पर उपलब्ध रहेंगे जिसे निविदाकर्ता डाउनलोड कर सकते हैं, लेकिन निविदा केवल E-टेंडरिंग द्वारा TCIL Portal <https://www.tcil-india-electronictender.com> पर ONLINE ही स्वीकार की जायेंगी। निविदाकर्ता को E-बिड जमा कराने के लिए TCIL Website से एक अधिकृत E-दस्तावेज डाउनलोड करना आवश्यक है। Corrigendum/Addendum/Amendment सम्बंधित जानकारी केवल TCIL Portal पर ही उपलब्ध होंगी। निविदा दस्तावेज की छपी हुई प्रति बिक्री के लिए उपलब्ध नहीं होगी।

बैंक ड्राफ्ट रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड के पक्ष में नई दिल्ली में देय होना चाहिए।

निविदाकर्ता को निविदा सम्बंधित खर्च, जैसे निविदा तैयार करवाने, निविदा जमा करवाने तथा निविदा में भाग लेने जैसे सभी खर्च स्वयं वहन करने होंगे। रेलटेल इन खर्चों के लिए किसी भी दशा में देनदार नहीं होगा, भले ही निविदा का परिणाम कुछ भी हो।

(ए. के. सबलानिया)  
एग्जीक्यूटिव डायरेक्टर / डी एन एम

## OPEN TENDER NOTICE

RailTel Corporation of India Ltd. invites E-Tenders in Single Packet System for **“ERP Support services for RailTel”**.

The details are as under: -

a)	Start Date for downloading the Tender	30.07.2018
b)	Last date for sending the queries	03.08.2018
c)	Pre-Bid Conference	07.08.2018
d)	Closing Date for downloading the Tender	20.08.2018
e)	Closing date for Submission of E-Bids	20.08.2018 15:00 hrs online
f)	Date of opening of E-Bids	20.08.2018 15:30 hrs online
g)	Earnest Money Deposit (EMD) #	Rs. 3 Lakhs
h)	Cost of Tender Document #	Rs.2,950 /-(Including Taxes)
* These will be payable by Bank Draft in favour of RailTel Corporation of India Limited, New Delhi.		

# Eligible MSEs are exempted from cost of Tender Documents and EMD, more details are given in clause 22.7, chapter-4A.

**Note:** Tender Notice and Tender Document are available on RailTel’s website and can be downloaded from [www.railtelindia.com](http://www.railtelindia.com) or from the e-Tendering portal <https://www.tcil-india-electronictender.com>. For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from TCIL’s e-portal. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office.

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

For RailTel Corporation of India Ltd.

**(A.K. Sablania)**  
**Executive Director/DNM**

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## 1. Acronym and Abbreviation

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

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## 2. Interpretation

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

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

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

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

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

**"MONTH"** Means any consecutive period of thirty days.

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

**"PURCHASER"** Means M/s RailTel Corporation of India Limited, RailTel Bhavan, Plot No 143, Sector 44, Institutional Area, Opposite to Gold Souk, Gurgaon Haryana 122003

**"RailTel"** Means Means M/s RailTel Corporation of India Limited, RailTel Bhavan, Plot No 143, Sector 44, Institutional Area, Opposite to Gold Souk, Gurgaon Haryana 122003

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## CHAPTER-1

### OFFER LETTER

RailTel Corporation of India Ltd.

Plot No. 143, Institutional Area,

Sector-44, Gurgaon-122003

1. I/We \_\_\_\_\_ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of **120 days** from the date of opening of tender and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply various equipment at the rates quoted in the attached schedules and hereby bind myself/ourselves to “Provide ERP Support for two years” from the date of issue of Purchase Order/LOA. I/We also hereby agree to abide by the Various Conditions of Contract as laid down by the RailTel.
2. A sum of **Rs. 3,00,000/- (Rs. Three Lakh) as an Account Payee Demand Draft in favour of RailTel Corporation India Ltd. No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_** is herewith forwarded as “Earnest Money”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within **30 days** after issue of Purchase Order/LOA.

SIGNATURE OF BIDDER (S)

Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

1.

2.

## CHAPTER-2

### A : Bid Data Sheet

Sr No	Parameters	Description
1	Tender Inviting Authority	RailTel Corporation of India Ltd.
2	Name of the Project Work	<b>ERP Support services for RailTel</b>
3	Tender Reference No	RailTel/Tender/OT/CO/DNM/18-19/ERP Support/442
4	Place of availability of Tender Documents (RFPs)	Primarily Tender would be available for purchase from RailTel Corporate Office, New Delhi. Tender document(without annexure) can also be downloaded from Website of RailTel - www.railtelindia.com
5	Cost of Tender Documents	Rs.2,950/- (Rs Ten thousand only)
6	Earnest Money Deposit	Rs.3,00,000/- (Rs Three Lakhs Only) in the form of Demand draft/ Bank Guarantee
7	Place of submission & opening of Proposals	RailTel Bhavan, Plot No 143, Sector 44, Institutional Area, Opposite to Gold Souk, Gurgaon, Haryana 122003
8	Address for Communication	Contact Person: Addl.GM DC, Plot No 143, Sector 44, Institutional Area, Opposite to Gold Souk, Gurgaon, Haryana 122003
9	Nature of bid process	Single stage bidding: ► Qualification ► Commercial Bids
10	Tender Floating date and Time	30.07.2018, 10:00 hrs
11	Last Date and time for submission of Bidder Queries	03.08.2018, 14:00 hrs
12	Last Date and Time for Submission of Complete Proposal: Technical (Including mandatory pre-qualification Criteria) and Commercial Proposals.	20.08.2018, 15:00 hrs online
13	Date and Time of Opening of Technical Proposals	20.08.2018 15:30 hrs online
14	RFP Response Documents	No. of Copies: 1 Original Hardcopy + 1 photocopy + 1 soft copy for TCIL E-Tendering Portal. Hard copy will be used for evaluation in case of discrepancy.



15	Clarification Required	In case of any discrepancy/clarifications required, please contact the undersigned: 1) AGM/IT Tel: +91 124 2714000 Extn 2222 For any escalations : 2) Addl. GM/DC Tel:+91 124 2714000 Extn 2260
16	BID validity	RFP responses along with commercials should be valid for 120 calendar days from the last date of submission

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## CHAPTER-2

### **B : RailTel Introduction**

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

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Regional General Managers and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorised into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

### **Licenses & Services**

Presently, RailTel holds IP-1, NLD and ISP (Class-A) licenses under which the following services are being offered to various customers:

### **CARRIER SERVICES**

1. **National Long Distance:** Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
2. **Lease Line Services:** Available for granularities from E1, DS-3, STM-1 & above
3. **Dark Fiber/Lambda:** Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
4. **Co-location Services:** Leasing of Space and 1000+ Towers for collocation of MSC/BSC/ BTS of Telco's

### **ENTERPRISE SERVICES**

1. **Managed Lease Line Services:** Available for granularities from E1, DS-3, STM-1 & above
2. **MPLS VPN:** Layer-2 & Layer-3 VPN available for granularities from 64 Kbps to nx64 Kbps, 2 Mbps & above

3. **Dedicated Internet Bandwidth:** Experience the “Always ON” internet connectivity at your fingertips in granularities 2mbps to 155mbps

#### **RETAIL SERVICES**

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

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## CHAPTER-3

### A. : Scope of Work

#### 1.1 Support for Oracle Based ERP System

IT resources are required to be deployed by successful bidder as per schedule of Requirement defined in the tender document. These resources will be provided by the successful Bidder as a part of scope of work between RailTel and appointed Agency.

**The following Oracle EBS modules will be covered for the application support:**

<b>Oracle Modules in Scope (Application)</b>	<b>Oracle EBS Modules</b> <ul style="list-style-type: none"> <li><b>Oracle Financials</b> <ul style="list-style-type: none"> <li>• General Ledger (GL)</li> <li>• Oracle Payables ( AP)</li> <li>• Oracle Receivables (AR)</li> <li>• Oracle Fixed Assets (FA)</li> <li>• Oracle Cash Management (CM)</li> <li>• Oracle Financials of India</li> </ul> </li> <li><b>Oracle SCM</b> <ul style="list-style-type: none"> <li>•Oracle Purchasing, Sourcing, iProcurement</li> <li>•Oracle Inventory</li> </ul> </li> <li><b>Oracle Projects</b> <ul style="list-style-type: none"> <li>•Oracle Project Management</li> <li>•Oracle Project Costing</li> </ul> </li> <li><b>Custom Application developed in ADF and OAF</b> <ul style="list-style-type: none"> <li>•Customer PO Modules Application (ADF)</li> <li>•Dash Board in ADF</li> <li>•Customer BG and Other 3 OAF application (OAF)</li> </ul> </li> </ul>
<b>ERP in Scope</b>	<b>•Oracle eBusiness Suite R12</b>
<b>RCIL Location</b>	Gurgaon and 4 Regional Office <ul style="list-style-type: none"> <li>•Delhi</li> <li>•Mumbai</li> <li>•Kolkata</li> <li>•Secunderabad</li> </ul>

## 1.2 The following DC & DR Infra will be covered for the Infra support:

### DC

Netra SPARC T4-2 Qty 3  
Storage (EMC VNX 5300 - Block)  
Tape Library (SUN SL-150)  
SAN Switches (cisco)  
OS Solaris

### DR

Oracle Duagurad for DC DR replication  
(SPARC T5-2) Qty 2  
Storage (EMC VNX 5200 - Block)  
OS Solaris

## 2. Support Levels in Scope

Below table depicts the Support Levels for the entire engagement:

<b>Support Scope</b>	<p>Scope of Application Support – L1, L2, L3</p> <p><b><u>L1 Support</u></b></p> <p>Receiving the support requests from users</p> <ul style="list-style-type: none"> <li>• First level analysis of the request</li> <li>• Resolving the issue such as User ID related, Access related, navigation related etc</li> <li>• Classification of requests as L2 / L3</li> </ul> <p><b><u>L2 Support</u></b></p> <ul style="list-style-type: none"> <li>• Functional guidance</li> <li>• Raising the SR with Oracle &amp; follow up</li> <li>• Resolving the bug / issues in the configuration done during the implementation</li> <li>• Analysis of failure of interfaces and custom objects</li> </ul> <p><b><u>L3 Support</u></b></p> <ul style="list-style-type: none"> <li>• Configuration changes in order to resolve the issues / bug</li> <li>• Guidance &amp; support for data migration</li> <li>• Oracle ERP Application related DBA activities</li> <li>• Cloning and application of patches based on request and inputs from OEM (Oracle)</li> </ul>
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## 2.1 Oracle EBS R12 – Onsite/Off Site –Resource Requirement

Resource skill	No of Resources	Experience	Nature of Support(On Site/ Off Site)
Project Manager	1 FTE	8+ yrs.	Off Site
Oracle Financials -Functional Resource	1 FTE	6+ yrs.	On Site
Oracle SCM -Functional Resource	1 FTE	6+ yrs.	On Site
Oracle Projects -Functional Resource	1 FTE	4+ yrs.	On Site
Oracle Technical – Sr. Developer <ul style="list-style-type: none"> <li>• Oracle Application Framework (OAF)</li> <li>• Oracle Application Development Framework(ADF)</li> </ul>	2 FTE	4+ yrs.	On site
Oracle Technical – Sr. Developer <ul style="list-style-type: none"> <li>• Finance Technical</li> <li>• SCM technical</li> </ul>	2 FTE	4+ yrs.	On site
Oracle DBA	1 FTE	4+ yrs.	Off Site
Infra/DBA	1 FTE	2+ yrs.	On site
Sr. Infra Resource	1 FTE	6+ yrs.	Off Site
Support Resources at Regional Offices (Delhi, Mumbai, Kolkata, Secunderabad)	4 FTE (one at each region)	2+ yrs.	On Site

\* Note: As per RailTel requirement , support resources at regional offices can be shifted to corporate office or other RailTel Office during contract period.

## 2.2 The following are some of the key activities which will be performed by the team during this engagement.

### 2.2.1 Deleted

2.2.2 The normal working hours for all resources shall be 09:30 to 18:00 hrs from Monday to Friday, however support team shall be available On-call other than these mentioned working hours and if required shall be available at any time in RailTel Office for critical/high priority incidents.

2.2.3 Any change in resource should be intimated at least 2 weeks in advance. RailTel would conduct formal interview before deployment of resources after stabilisation period and/or during change of resource due to any reason after initial deployment.

2.2.4. The scope of work during functional and technical support shall entail the following:

- Providing complete resolution to all incidents reported by the end user at RailTel .
- Complete configuration requests, development requests, testing tasks as and when required.

- c) Apply upgrades, updates & patches of the products to RailTel as and when released.
- d) The Offsite team shall be present at RailTel CO office for meeting whenever required for discussion or any other ERP related interaction without any cost implication to RailTel.
- e) SI shall incorporate technological changes, and provide enhancements as per the requests made by RailTel. SI shall perform minor changes, bug fixes, error , resolutions and minor enhancements that are incidental to proper and complete working of the application.
- f) Carrying out DC-DR Drill as per RailTel requirement.

**2.3 The following are some of the key activities for DBA Support.**

- a) Backup and cloning of Oracle ERP instance as per the cloning and backup strategy
- b) Monitoring of PROD, TEST, DEV and Pre-Prod Instances of Oracle ERP
- c) Managing DC and DR for day to day synchronisation.
- d) Monitoring the tables spaces and allocating the required resources
- e) Database performance monitoring
- f) Application of Patches for issues / bugs as per Oracle Recommendations
- g) Running of Scripts provided by Oracle for issues / bugs

**2.4 The following are some of the key activities for Infra Support (DC and DR)**

- a) Installing and Maintaining Solaris Jumpstart environment, Patch and Package administration.
- b) Good Understanding and troubleshooting of Solaris Concepts.
- c) Administering ZFS storage pools and files systems.
- d) Installing, configuring and maintaining Sun Servers (Solaris 10/11).
- e) Configuring root disk in SVM, Veritas (encapsulation) and ZFS.
- f) Remote Installation, Configuration of Servers.
- g) Firmware upgrades (obp, xscf,alom) on SUN servers.
- h) Interacting with engineering and support management teams when necessary in order to implement administration standards and procedures.
- i) Configuring and administering Solaris Zones and Containers on Sun Solaris 10/11 operating system.

- j) Migrating Zones from within the Data center/cross data center.
- k) Installing and Maintaining Solaris servers from OEM(Oracle Enterprise Manager).
- l) Responsible in OS Administration in Redhat Linux 4,5 6 versions and OEL
- m) Responsible for troubleshooting skills on Solaris and Linux
- n) virtualisation experience on Solaris Containers/Zones/LDoms, KVM, VMWare ESX/ESXi platforms
- o) Strong experience in High availability cluster ware like Veritas Cluster, Sun Cluster or Redhat cluster.
- p) Configuring and administering LDOMS from Oracle Ops Center (OEM).
- q) Configuration and administration of Sun(SVM) and Veritas volume manager(VXVM).
- r) Extensive experience in Resource and Service groups level troubleshooting
- s) Understanding of SAN and NAS storage.
- t) Strong concepts of networking like TCP / IP & NFS
- u) Network management - configuring network interfaces and troubleshooting network problems in various levels of network stacks.
- v) Installation, configuration and Administration of EMC storage environment
- w) Provide a professional, prompt and high level of technical support to all problems assigned.
- x) Solaris 10 or 11 certified/ OEL certified
- y) Good OS troubleshooting concepts.
- z) Good communication skill
- aa) Willing to work in 24x7 supports Environment.
- bb) Should be able to handle daily incidents originating from systems and users. Perform OS and hardware level troubleshooting.



## CHAPTER-3

### B : Development Changes Support

All the minor changes/customization, configuration considering the effort of 3 weeks development time will be part of the support.

Support team is expected to do the necessary changes on direction of RailTel ERP team and as per the statutory requirements however there may be requirement of major development changes in ERP system due statutory requirements/business requirements etc. Expected number of man days which will be required to complete the development activities during each year of support is given below. SI has to quote man days charges for each year of support. The number of man days given below is approximate and can increase or decrease based on the requirement.

<b>During 1<sup>st</sup> year of support</b>	<b>200 man days</b>
<b>During 2<sup>nd</sup> year of support</b>	<b>200 man days</b>

Scope of work for development change support has to be out of scope of usual onsite and offsite managed support activities. This should be agreed by RailTel IT/ERP Team.

1.1 The procedure for approval of development cost would be followed as mentioned below:-

- a) RailTel would intimate the requirement via email, letter to SI team.
- b) SI team will raise the Change request process.
- c) Discussions may happen between RailTel and SI in understanding the requirements SI would be required to submit the effort estimations required to meet the requirements.
- d) RailTel ERP core team (coordinator and one finance member) would jointly verify the effort estimations, SI may be asked for the presentation for justifying the effort estimations submitted by SI, if required.
- e) After obtaining the approval from in-charge of work, SI team will be communicated through approval letter. RailTel may reject the effort estimations and SI may be asked for new effort estimations if rejected.
- f) The approved effort estimations would be deducted from total man days after the completion of the work.
- g) Payment will be released after acceptance of work by ERP team

## CHAPTER-3

### **C : Scope Key Assumptions**

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

## CHAPTER-3

### D: System Availability

#### 1.1 System availability is defined as:

$$\{(\text{Scheduled operation time} - \text{system downtime}) / (\text{scheduled operation time})\} * 100\%$$

Where:

- a. “Scheduled operation time” means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
- b. “System downtime” subject to the SLA, means accumulated time during which the System is not available to the Company’s users or customers due to in-scope system or infrastructure failure, and measured from the time Company and/or its customers log a call with the Vendor help desk of the failure or the failure is known to the Vendor from the availability measurement tools to the time when the System is returned to proper operation.
- c. The business hours are 9 AM to 6 PM on *any calendar day* the Company’s branch is operational. The Vendor however recognizes the fact that the branches will require to work beyond the business hours and holidays on need basis.
- d. Critical and Key infrastructure of Data Center will be supported on 24x7 basis.
- e. Uptime will be computed based on availability of the applications to the Company’s users irrespective of availability of servers either individual servers/clusters. Also, non compliance with performance parameters for business, network and environmental infrastructure and system / service degradation will be considered for downtime calculation.
- f. Response may be telephonic or onsite. In case the issue cannot be resolved telephonically, the Vendor will need to provide onsite assistance within response resolution window.
- g. The availability metrics for network infrastructure mentioned in this document applies to all Vendor supported network components and bandwidth/link availability.
- h. If any one or more of the components defined in “Critical” at the Data Centre facility are down resulting in non-availability of Enterprise application solution, then all the services listed in the “Critical” availability measurements table shall be considered for calculating the system downtime.
- i. The integrated enterprise system Application & Database should be sized for individual active-active cluster solutions at DC. However, if any additional

hardware, software etc is required for maintaining the SLA's & uptimes, then the same will be the responsibility of the Vendor.

- j. Service Levels should be complied with irrespective of the customizations that the applications would undergo during the tenor of the Contract.
- k. Typical Resolution time will be applicable if systems are not available to the Company's users and customers.

## **1.2. Service Level Measurement**

Service Levels will include Availability measurements, Performance parameters and Service measurements. The SI shall provide Availability Report on quarterly basis and a review shall be conducted based on this report. A quarterly report shall be provided to RailTel at the end of every quarter containing the summary of all incidents reported and associated SI performance measurement for that period.

Performance measurements would be accessed through audits or reports, as appropriate to be provided by the Vendor e.g. utilization reports, response time measurements reports, etc. The tools to perform the measurement/audit will need to be provided by the SI. Audits will normally be done on regular basis or as required by Company and will be performed by Company or Company appointed third party agencies.

## **1.3. Facilities Management**

The Facilities Management services would at least include:

- a) Hardware Management (Servers, storage, tape library, etc.)
- b) System Administration
- c) Software License Management
- d) Software maintenance
- e) Application updates from OEM
- f) Server Administration
- g) Data space management
- h) Data Backup and Recovery for Shared Data Bases
- i) Database Administration activities for Database
- j) Operations Management
- k) Application management including day-end, day-begin, month-end, year – end, periodic and daily backups

## 1.4 Availability Measurements

Level	Type of Infrastructure	Measurement	Minimum Service Level	Cost Reference
Critical	Business Infrastructure & Systems	Availability of Critical Business Infrastructure Elements & Systems.	99.5%	Software Applications, Hardware, Database, Facility Management
Major	Business Infrastructure & Systems	Availability of Key Business Infrastructure Elements & Systems	98%	Software Applications, Hardware, Database, Facility Management
Minor	Business Infrastructure & Systems	Percentage of incidents completed within defined resolution criteria	95%	Software Applications, Hardware, Database, Facility Management

## 1.5 Performance Measurements

Type of Infrastructure	Measurement	Minimum Service Level	Cost Reference
Day – end, Month – end, Year – end	Time window for batch operations for the core systems to be 4 hours excluding back-up time. In case the time window for batch operations is exceeded the additional time will be considered for system downtime calculation.	98%	Software Applications, Hardware, Database, Facility Management
Day – end, Month – end, Year – end	However during these periods all delivery channels and all offices/branches operations should be available and there should be no performance degradation at that time.	99%	Software Applications, Hardware, Database, Facility Management
System Response Time	End to end response time should be < 2 seconds (end user to core application and back)	99%	Software Applications, Hardware, Database, Facility Management
System Response Time	Support 200 concurrent users for access to internet portal and core application	99%	Software Application for Internet, Hardware costs for Internet
Hardware Utilization	Hardware average daily utilization levels should be less than 70%. (CPU, Memory, Hard Disk, NIC cards)	99%	Hardware Costs, Facility Management

Down time for servicing	Each planned down - time for application, database and operating system servicing (up gradation, bug fixing, patch uploads, regular maintenance etc.) will not be more than 4 hours. This activity will not be carried out during business hours. However, such activities which require more than 4 hours or required to be carried out during business hours will be scheduled in consultation with the Company. In case the downtime exceeds the planned hours the additional time taken for servicing will be considered for infrastructure or system downtime as per availability measurements table.	98%	Facility Management
Incident Management	Percentage of incidents escalated	99%	Facility Management

## 2.1 SLA Penalties

### 2.1.1 Penalties for Availability and Performance measurements

SI would publish report for quarterly reporting and calculations of measurements listed above. Penalties would be imposed for not meeting minimum service level of SLA as per the table below:

Minimum Service Level of SLA's at critical level	Penalty as a percentage of quarterly payment
Between 99.5% to 99%	2% of the quarterly payment
Between 99% to 98%	5% of the quarterly payment
Between 98% to 90%	10% of the quarterly payment
Below 90%	Escalation to RailTel steering committee which may lead to partial payment of only 50% quarterly payment.

### 2.1.2 Penalties for Reactive and Preventive Maintenance Support

SI would publish report for quarterly reporting and calculations of measurements listed above. Penalties would be imposed for not meeting minimum service level of SLA as per the table below:

Service Level	Minimum Service Level of SLA's	Penalty as a percentage of quarterly payment
Critical	SLA compliance between 98% to 95% against total tickets received for this service level	5% of the quarterly payment
	SLA compliance Below 95% against total tickets received for this service level	10% of the quarterly payment
Major	SLA compliance between 98% to 95% against total tickets received for this service level	3% of the quarterly payment

Major	SLA compliance Below 95% against total tickets received for this service level	5% of the quarterly payment
Minor	SLA compliance between 98% to 95% against total tickets received for this service level	2% of the quarterly payment
	SLA compliance Below 95% against total tickets received for this service level	5% of the quarterly payment

### 2.1.3 Penalties for Configuration Changes Support

Penalties would be imposed for not meeting minimum service level of SLA as per the table below:

If the duration of critical level configuration changes lies	Following penalty will be recovered at every default and breach in SLA
Beyond 3 <sup>rd</sup> day and upto 5 <sup>th</sup> day	Penalty Payment of INR 5000
Beyond 6 <sup>th</sup> day and upto 10 <sup>th</sup> day	Payment of INR 10000
More than 10 days	Escalation to RailTel steering committee Payment of INR 20000
If the duration of Major level configuration changes lies	Following penalty will be recovered
Beyond 5 <sup>th</sup> day and upto 10 <sup>th</sup> day	Penalty Payment of INR 2000
Beyond 10 <sup>th</sup> day and upto 15 <sup>th</sup> day	Penalty Payment of INR 4000
More than 15 days	Escalation to RailTel steering committee Payment of INR 10000
If the duration of Minor level configuration changes lies	Following penalty will be recovered
Beyond 9 <sup>th</sup> day and upto 15 <sup>th</sup> day	Penalty Payment of INR 2000
Beyond 15 <sup>th</sup> day and upto 20 <sup>th</sup> day	Penalty Payment of INR 4000
More than 20 days	Escalation to RailTel steering committee Payment of INR 10000

### 2.1.4 Penalties for Development Changes Support

Penalties would be imposed for not meeting minimum service level of SLA as per the table below:

If the duration of Minor level configuration changes lies	Following penalty will be recovered
If completion time exceeds between 10% to 15 % from time mentioned in work order for each development change	Deduction of 5% of work order value for Development requirement
If man days exceeds between 15% to 25% from time mentioned in work order for each development change	Deduction of 10% of work order value for development requirement
If man days exceeds beyond 25% from time mentioned in work order for each development change	Escalation to RailTel steering committee which may lead to deduction of 25% of work order value for development requirement



## CHAPTER-3

### E: Schedule of Requirement

SN	Description	Qty	Unit Rate	Total Cost for the period of 2 years
<b>A</b>	<b>ERP SUPPORT Charges</b>			
<b>1</b>	Providing ERP Support to RailTel as per Scope of Work and Requirement given under Chapter 3 of Tender Document.	15		

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

### F : Payment Terms

Charges will be paid on quarterly basis at the end of each quarter for the preceding quarter on receipt of bills from the vendor and after certification from AGM/IT.

Whenever under this tender / Work Order / Service Level Agreement (SLA), any sum of money is recoverable from and payable by the Bidder, the RailTel shall be entitled to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee / earnest money deposit of the Bidder. In the event of the security deposit / bank guarantee / earnest money deposit being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Bidder or which at any time thereafter may become due to the Bidder under this or any other tender / contract with the RailTel. If this sum is not sufficient to cover the full amount recoverable, the Bidder shall pay the RailTel on demand the remaining balance. Each resource deployed by the firm shall be eligible for 1.5 days leave per month, however if the resource takes more leave then 1.5 days during a month then payment shall be deducted proportionately.

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## CHAPTER-4

### A : Pre-Qualification Criteria

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

S N	Criteria	Details	Document Required
1	Company profile	a) Bidder should have cumulative turnover of minimum INR 10 crores in last three financial years 2017-18, 2016-17 and 2015-16 for similar nature of work. b) Should be a registered company in India c) Should have offices in Delhi /NCR.	a) Attach Balance sheet and P/L statement for last 3 completed financial years(2017-18, 2016-17 and 2015-16) duly signed by company secretary b) Certificate of Incorporation c) Self-Certificate duly signed by authorised signatory for supporting their geographical presence along with addresses
2	Order Value	Bidder must have at-least single order/ contract for ERP/IT support of Value not less than Rs 1.02/- Cr with customer from the government/ PSU sector OR MNC/Big Corporate	Reference document
3	Experience in ERP support in Government sector	Bidder should have one direct order from government/ PSU sector for ERP Support.	Reference document
4	Company Strength in ERP	Should have at least 150 personnel of ERP on its own payroll	Self-certificate signed by company secretary with detailed list of resources
5	Quality certification	The bidder must have (ISO 9001 or ISO 20000) for IT services.	Copy and details of Quality certifications
6	OEM Partners	The bidder should be active gold partner and/or above of Oracle.	Copy and details of Partnership with Oracle
7	Non-Blacklisted	The bidder should not be blacklisted by any government organization/ public sector as on the date of submission of bid	Self-certificate signed and stamped by authorized signatory

## CHAPTER-4

### **B : Bid Evaluation**

1. The bidders' Pre-Qualification Proposal in the bid document would be evaluated as per the requirements specified in the RFP and adopting the pre-qualification criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the pre-qualification criteria specified, client contact information for verification, profiles of project resources and all others as required for evaluation.
2. The bidders shall meet all the mandatory compliance requirements. Failure in meeting the mandatory compliance requirements will result in disqualification of the bidder.
3. The bids of those bidders who qualify in the pre-qualification process only will be considered for their Commercial bids.
4. Evaluation will be done on the basis of lowest price offered by the eligible bidder as mentioned in clause E of Chapter 3 and may be considered for awarding the work being L1.

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## **CHAPTER-5**

### **A : Terms and Conditions**

#### **1.1 Undertaking**

The bidders intending to submit the RFP documents shall submit an undertaking to RailTel along with the bid proposal, in the format provided in Annexure 3 Appendix A Form A.4.

#### **1.2 RAILTEL's Right to Accept/Reject Bids**

RAILTEL reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

#### **1.3 Bidding Document**

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

All pages of this documents shall be signed in ink by the bidder including the closing page in token of his having studied the tender document. Original copy of tender document duly signed and stamped by authorised signatory is also required to be submitted along with the offer.

#### **1.4 Period of Validity**

Bids shall remain valid for a period of 120 days from the date of opening of the bids

#### **1.5 Bidding Process (Single Packet System)**

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

#### **1.6 Bid Earnest Money**

Bidder has to submit the EMD Cost along with the Bid as per details contained in Preamble. If EMD Cost as per Preamble not found in the sealed envelope submitted by Bidder their BID will be rejected immediately.

EMD to successful bidder will be released on receipt of PBG as per relevant clause of tender document. EMD to unsuccessful bidders will be returned on finalization of the tender.

No Interest will be paid for EMD Amount.

##### **1.6.1. Forfeiture of BID Security/EMD**

The Bid security may be forfeited either in full or in part, at the discretion of RailTel on account of one or more of the following reasons:

1. The BIDDER fails to co-operate in the Bid evaluation process
2. If the bid or its submission is not in conformity with the instruction mentioned herein
3. If the BIDDER violates any of the provisions of the terms and conditions of the tender
4. In the case of a successful BIDDER fails to
  - (a) Accept award of work
  - (b) Furnish performance security
  - (c) or the BIDDER violates any of such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of RailTel in timely finalization of this tender.
5. The bidder found guilty of negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by such bidder or by its employees, staff, agents, representatives etc. or by any other person directly or indirectly employed by him.

The decision of RailTel regarding forfeiture of bid security shall be final and shall not be called upon question under any circumstances. A default in such a case may involve black-listing of the Bidder by RailTel.

## **1.7 Liquidated Damages**

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

## **1.8 Variation in Quantity**

The quantities indicated in Schedule of Requirements are approximate and purport to convey the bidder an idea of the magnitude of the work. The Contract value may vary within +/-25% of the grand total of schedule of requirements (under table Oracle EBS R12 – Onsite/Off Site –Staffing Model ) as included in the Letter of Acceptance to tender, in case of variation in quantities the contractor shall be bound to carry out the work at the rates agreed in the schedule up to the limit of +/-25% variation in the value of contract and shall not be entitled to any claim or any compensation whatsoever.

For the variation beyond 25 % and upto 50%, negotiations will be held with the contractor and the portion of the work which is beyond such variation will be executed at the mutually acceptable rate.

## **1.9 Rate Contract**

Apart from ERP support, RailTel or its subsidiary company REL may have requirement of technical-functional resources for its own internal requirement or for customer project requirement. Hence during the contract period and as per RailTel requirement, the bidder

shall be able to provided additional technical-functional resources at same rate for which RailTel will issue LOA to successful bidder. This should not be treated as variation clause. The tentative number of resources which may be required by RailTel would be maximum 15 numbers. Separate LOA will be issued in case of requirement and with same terms & conditions of this Tender.

### **1.10 Validity of Contract**

The contract will be valid for the period of 2 years from data of issue of LOA which can be extended further for the period of 1 year with same terms and conditions.

### **1.11 Deleted**

### **1.12 Security Deposit / Performance Bank Guarantee:-**

The successful bidder shall have to submit a performance Bank Guarantee (PBG) within 30 days of the issue of Purchase order @ 10% of the value of the PO for the satisfactory performance of materials covered in SOR given under Chapter 3-E valid for a period of 4 months beyond contract period. Extension of time for submission of BG beyond 30(thirty) days and up to 60 days from the date of issue of Letter of acceptance may be given by the Eligible Bidder Authority . However, a penal interest of 15% per annum shall be charged for delay beyond 30(thirty) days. i.e from 31st day after issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any, payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

1.12.1 The earnest money shall be released on submission of PBG. The Performa for PBG is given under Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately.

1.12.2 This PBG would be released after satisfactory completion of contract including warranty period.

1.12.3 No Interest on Earnest Money and Performance Security:

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

### **1.13 Prices and Taxes:-**

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

#### **1.14 Tenderers Address**

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

#### **1.15 Law governing the contract**

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

#### **1.16 Force Majeure clause**

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

practicable after such event has come to an end or ceased to exist, Provided further that if the performance in whole or part of any obligation under this contract of prevented or delayed by reason of any such event beyond a period as mutually agreed to by the RailTel and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option to terminate the contract provided also that if the contract is so terminated under this clause the RailTel may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

#### **1.17 Settlement of Disputes and Arbitration**



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

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

### **1.18 Termination for Default**

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

- a) If the tenderer fails to perform satisfactory support work as per tender requirement;
- b) If the tenderer fails to perform any other obligation(s) under the contract; and
- c) If the tenderer, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

### **1.19 Limitation of Liability**

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

### **1.20 Termination for Insolvency**

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

insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

### **1.21 Illegal Gratification**

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

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

### **1.22 LABOUR LAWS**

#### **1.22.1 Wages to Labour**

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



shall have been demanded, the RailTel shall be entitled to recover the same from any moneys due or accruing to the contractor under this or any other contract with the RailTel.

### **1.22.2 Apprentices Act**

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

### **1.22.3 Provisions of Payments of Wages Act**

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

### **1.22.3 Provision of Contract Labour (Regulation and Abolition) Act 1970**

- a) The contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Act, Central Rules 1971 as modified from time to time, whenever applicable and shall also indemnify the RailTel from and against any claims under the aforesaid Act and the Rules.
- b) The contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.

- c) The contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the work including any engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- d) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract the contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
- e) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the RailTel is obliged to pay any amount of wages to a workmen employed by the contractor or his sub-contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act the Rules or to incur any expenditure on account of the contingent liability of the RailTel due to contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules the RailTel will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the RailTel under section 20, sub section (2) and section 2 sub-section (4) of the aforesaid Act, the RailTel shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the RailTel to the contractor whether under the contract or otherwise. The RailTel shall not be bound to contest any claim made against it under sub section (1) of section 20 and sub section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the RailTel full security for all costs for which the RailTel might become liable in contesting such claim. The decision of the RailTel regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.

#### **1.22.4 Reporting of Accidents to Labor**

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

#### **1.22.5 Provisions of Workmen's Compensation Act**

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

### **1.23 Determination of Contract**

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

### **1.24 Termination of Contract Owing to default of Contractor**

As per clause 1.18, Chapter-5A of tender document.

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

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

### **1.25 Pre- Bid Conference & Clarification Requests**

#### **As per BDS (Chapter 2).**

### **1.26. Submission of Offers**

All offers in the prescribed forms should be submitted online before the time and date fixed for the receipt of the offers. If online bid is not found on E-tendering Portal at the time of online Tender Opening Event (TOE), physical envelope containing offline documents will be returned unopened to the bidder during TOE itself or after TOE in case bidder's representative is not present during TOE.

- a) In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.
- b) **ATTESTATION OF ALTERATION:** No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer/ tenderers in his/their entries must be signed (not initialed) by him/them.

- c) The tenderer shall submit digitally signed copy of Tender Document / Corrigenda downloaded from TCIL e-Tendering Portal.
- d) The offer shall be submitted in single packet for Technical as well as Commercial / Price Bid as per instructions given in chapter-4C.

**1.27 The bid shall consist of the following:**

- a) Offer Letter complete.
- b) Schedule of Requirements shall contain the quantity and price of each item quoted exactly according to the proforma and schedule of requirements.
- c) Earnest Money in prescribed form.
- d) Audited balance sheet duly attested by Notary Public.
- e) Constitution of Firm and Power of Attorney.
- f) Clause wise compliance to tender conditions.
- g) Copies of purchase orders and other documents in support of meeting qualifying criteria.
- h) Tenderer should submit the soft copy (Word/Excel/PDFs format) of offer online on TCIL e-Tendering Portal. Bill of Material (BOM) and compliances must be in PDF as well as Excel format.
- i) Tenderer should submit the details of technical credentials and financial credentials as mentioned in Form-5 of Chapter-6.
- j) Any other information desired to be submitted by the tenderer.

**1.28 Constitution of Firm and power of Attorney**

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

- d) In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorised by all of them should sign the tender and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
- e) The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.
- f) In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorised translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.
- g) The duly notarised Power of Attorney shall be submitted in original or duly signed.

### **1.29 Opening of Tender**

Tenderer's Bids will be opened online on specified date & time as mentioned in BDS Chapter 2 of the tender in presence of such Tenderers/ Representatives who choose to be present.

### **1.30 Non-Transferability & Non-Refundability**

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

### **1.31 Errors, Omissions & Discrepancies**

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

### **1.32 Wrong Information by Tenderer**

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

- 1.33** The envelope containing any offline documents shall be addressed to the Purchaser at the following address:

**Executive Director/DNM**

**RailTel Corporation of India Ltd.**

**Plot No. 143, Institutional Area,**

**Sector-44, Gurgaon-122003**

- a) The envelope shall bear name of the tender, the tender no. and the words “DO NOT OPEN BEFORE” (due date).
- b) Offer / Bid should be submitted online as per instructions given in Chapter-4 of tender document.
- c) In case the date of opening happens to be a holiday, the tender will be received and opened at the same time on the next working day.

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## **CHAPTER-5**

### **B : INSTRUCTIONS TO THE BIDDERS**

#### **1. General**



These are the Special Instructions to the Bidders for e-Tendering.

## **2. Submission of Bids only through online process is mandatory for this Tender**

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

## **3. Tender Bidding Methodology:**

Sealed Bid System - 'Single Stage - Single Envelope': In this, bidder has to submit Technical as well as Financial bid / Price Bid in single envelope "ONLINE".

## **4. Broad outline of activities from Bidders Perspective:**

- 4.1. Procure a Digital Signing Certificate (DSC)
- 4.2. Register on Electronic Tendering System® (ETS)
- 4.3. Create Users and assign roles on ETS
- 4.4. View Notice Inviting Tender (NIT) on ETS
- 4.5. Download Official Copy of Tender Documents from ETS (Important)
- 4.6. Clarification to Tender Documents on ETS:
  - I) Query to RailTel (Optional).
  - II) View response to queries posted by RailTel, as addenda.
- 4.7. Bid-Submission on ETS
- 4.8. Attend Public Online Tender Opening Event (TOE) on ETS.
- 4.9. View/Post-TOE Clarification posted by RailTel on ETS (Optional), Respond to RailTel's Post-TOE queries.

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.



## 5. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

## 6. Registration

To make use of the Electronic Tender® Portal (<https://www.tcil-india-electronictender.com>), vendor needs to register on the portal (if not registered earlier). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal (<https://www.tcil-india-electronictender.com>), and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site.

### **Pay Annual Registration Fee as applicable.**

Note: After successful submission of Registration details and Annual Registration Fee (as applicable), please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated.

### **TCIL Helpdesk**

#### **Contact Person/Telephone/ Mobile**

Helpdesk Executives: +91-11-26241790 (Multiple lines)

E-mail ID: [ets\\_support@tcil-india.com](mailto:ets_support@tcil-india.com)

(Mobile Nos for Emergency only): 9868393775, 9868393717, 9868393792

### **RailTel Contact-I (for general Information)**

RailTel's Contact Person / Designation

Naresh Kumar, Asstt. General Manager/IT

Telephone/ Mobile: 9717644088

E-mail ID: [naresh.kumar@railtelindia.com](mailto:naresh.kumar@railtelindia.com)

**RailTel Contact-II (for general Information)**

RailTel's Contact Person / Designation

M.Srinivas, Addl. GM/DC

Telephone/ Mobile: 9717644479

E-mail ID: sri@railtelindia.com

**RailTel Contact-III (for general Information)**

RailTel's Contact Person / Designation

A.K Sablania, ED/DNM

Telephone/ Mobile: 9717644015

E-mail ID: asablania@railtelindia.com

**7. Bid related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on ETS.

**Broad outline of submissions are as follows:**

- i) Submission of Bid Security/ Earnest Money Deposit (EMD)
- ii) Submission of digitally signed copy of Tender Documents/Addenda
- iii) Single Packet (Techno commercial Bid)

*The electronic envelope consists of Main bid and Electronic Form (both mandatory) and Bid Annexures (Optional).*

- (iv) Online response to Terms & Conditions of Tender.
- (v) (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal bid.

**NOTE: Bidder must ensure that after following above, the status of bid submission must become "Complete" indicating successful submission of the online bid.**

**8. Offline Submissions:**

The bidder is required to submit the following documents offline to RailTel Corporation of India Ltd, Institutional Area, Plot 143, Sector 44, Gurgaon, before due date & time of submission of bids specified in this tender document, in a Sealed Envelope. The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time):

- a) EMD-Bid Security in Original, in favour of Railtel Corporation of India, Payable at New Delhi. (with Tender No., Name of Firm & Mob. No. written on back side of DD)
- b) DD/ Bankers Cheque in original against payment of tender fee in favour of Railtel Corporation of India, Payable at New Delhi. (with Tender No., Due date of Opening of Tender, Name and contact No. of Firm written on back side of DD)
- c) Power of attorney to be submitted in accordance with Clause-36.5, Chapter-4A of Tender Document.
- d) In case bidder happens to be an eligible MSE, the documentary evidence for same shall be submitted (clause 22.7, chapter-4A).

**NOTE: The Bidder has to upload the Scanned copy of all above original documents as Bid-Annexures during Online Bid-Submission.**

## **9. Special Note on Security of Bids**

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself,

when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

**(Mandatory Additional Methods of passphrase submission):**

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid Part is submitted to RailTel in a sealed envelope before the start date and time of the Tender Opening Event (TOE) along with other offline submissions.

## **10. Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organizations) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

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

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

## **11. Other Instructions**

For further instructions, the vendor should visit the home-page of the portal (<https://www.tcil-india-electronictender.com>), and go to the User-Guidance Center.

The help information provided through 'ETS User-Guidance Center' is available in three categories - Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

### **12. The following KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:**

- i) Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
- ii) Register your organization on ETS well in advance of your first tender submission deadline on ETS.
- iii) While registering your organization on ETS Portal of TCIL, pl. make sure that the email id of Super user provided for registration and email-id on which Digital Signature Certificate of the Super user is issued are exactly the same.
- iv) Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
- v) Bidder should ensure that official copy of tender document has been downloaded by clicking the radio button for confirmation else e-Procurement system will not permit the bidder to participate in the tendering process.
- vi) Submit your bids well in advance of tender submission deadline on ETS as there could be last minute problems due to internet timeout, breakdown, etc.

## **12. Minimum Requirements at Bidders end**

- i) Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP).

- ii) Broadband Connectivity.
- iii) Microsoft Internet Explorer 6.0 or above.
- iv) Digital Certificate (s) for users.

### **13. Vendors Training Program**

One day training (10:00 to 17:00) on how to use the ETS Portal for e-Tendering would be provided. Training is optional. However, if a vendor has not already attended ETS Vendor Training earlier, it is highly recommended that the vendor attends this training positively to be able to submit the e-Tender smoothly without any problem.

Vendors are requested to carry a Laptop and Wireless Connectivity to Internet while attending the ETS Vendor Training.

Tentative Dates

Date of uploading of Tender document + 7 days

**Venue:**

RailTel Corporation of India Limited,

Plot No. 143, Institutional Area, Sector-44, Gurgaon -122003.

Vendors Training Charges: Rs. 2,500/- (Per Participant) per training day (plus Tax as applicable).

Mode of Payment of Fees: DD drawn in favour of M/s TCIL, New Delhi & payable at New Delhi.

### **15. ADDITIONAL INSTRUCTIONS:**

**PLEASE NOTE**

For E-Tendering bids /information by bidders is to be submitted “Online” on TCIL’s e-Procurement Portal. Any document / information pertaining to this chapter will have to be submitted by the bidder on line. The digital signature of the tenderer on the e-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the documents, unless special deviation is quoted by the tenderer in the technical & commercial deviation templates.

ALL COLUMNS SHOULD BE FILLED AND BLANK COLUMNS, IF ANY, SHOULD BE MARKED AS NIL.

PLEASE READ THE SCHEDULE OF REQUIREMENTS, INSTRUCTIONS TO THE TENDERERS, TENDER CONDITIONS INCLUDING TECHNICAL SPECIFICATIONS OF SCHEDULE OF REQUIREMENTS BEFORE FILLING UP THE TENDER FORM CAREFULLY. PLEASE SIGN ON EACH PAGE.

THE TENDERERS MAY DOWNLOAD TENDER FORM FROM THE WEB SITE 'www.railtelindia.com' OR FROM THE E-TENDERING PORTAL 'https://www.tcil-india-electronictender.com', AND SHOULD ENCLOSE COST OF THE TENDER FORM ALONG WITH THE OFFER IN THE FORM OF DD IN FAVOUR OF RAILTEL CORPORATION OF INDIA LTD payable at NEW-DELHI.

NOTE: For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from TCIL's e-procurement portal, and this should be done well before the deadline for bid submission.

## **16. Instructions for Tender Document TO THE TENDERERS**

The RailTel Tenders are published on [www.railtelindia.com](http://www.railtelindia.com) and on e-Tendering Portal <https://www.tcil-india-electronictender.com>. In addition to submitting the e Tender documents online, they should also submit a Demand Draft drawn in a scheduled bank in favour of "RailTel Corporation of India Ltd, payable at NEW-DELHI, towards the cost of the tender document.

NOTE: For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from TCIL's e- procurement portal, and this should be done well before the deadline for bid-submission.

## **17. Submission of Offers and Filling of Tender:**

This e-tender should be duly submitted online using the e-Procurement Portal <https://www.tcil-india-electronictender.com>.

- (i) The rates quoted should be written both in words & figures. The unit of rates should be in metric system & as per tendered specification/schedule. In case of difference between words and figures, the rate in words will prevail. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser accordingly. In case discrepancy is observed between



the 'Electronic Form' and the 'Main Bid file' the text and amounts etc. of the Electronic Form will prevail, as this is the information shared transparently with all participating bidders during Online Public Tender Opening Event on ETS.

- (ii) Tenderers are requested to go through the Terms & Conditions of the Tender carefully and note that, by submitting the tender documents, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).

#### **18. Fax Quotations & Late Tenders:**

Fax Tender documents and Late/Delayed tenders would not be considered.

#### **19. Attendance of Representatives for Tender Opening:**

Representatives of tenderers desirous to attend the tender opening can do so on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. In addition, representatives desirous of attending the Online Public Tender Opening Event can do so by getting authorized for such participation by the Super-User/ Master User of their respective organizations on ETS. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

#### **20. Addenda / Corrigenda:**

Addenda / Corrigenda to the tender documents may be issued by RailTel prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on TCIL's e-Procurement Portal only. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

#### **21. Ambiguity/ Pre- Bid Clarification Requests:**

Bidders are requested to use the proforma given in Annexure-E of chapter-7 to send their written queries / clarification requests to the RailTel in writing through TCIL e-portal, pertaining to ambiguity or doubt as to the meaning of any of the tender clauses/ conditions or any additional information latest till the date and time mentioned in this tender document, so that these can be discussed in the pre-bid conference.

#### **22. Bid submission and Opening date**



- (i) The bid should be submitted online along with Credential/Techno commercial & Price bid document (all documents).
- (ii) EMD should be enclosed in an envelope and submitted physically to the tendering authority before the due date and time of submission of the e-Tender.
- (iii) Power of attorney in favour of the signatory duly authorizing the signatory shall be submitted in a separate envelope to the tendering authority before the due date and time of submission of the e-Tender.
- (iv) The tenderer's bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet (BDS) in the online simultaneous presence of such Tenderers/ Representatives who choose to be present online. The Tenders/ Representatives can also choose to be physically present in the office of RailTel for the Online Public Tender Opening Event.
- (v) Bids received after due date and time shall be summarily rejected and shall not be opened.

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### **Form 1: Performance Bank guarantee**

(On Stamp paper of requisite value)

(To be used by approved Scheduled Banks)

**RailTel Corporation of India Limited,**  
**Plot No 143, Sector 44,**  
**Institutional Area, Opposite to Gold Souk,**  
**Gurgaon, Haryana 122003**

In consideration of the RailTel Corporation Of India, Plot No 143, Sector 44, Institutional Area, Gurgaon, Haryana 122003, ( Hereinafter called “ the RailTel”) having agreed to exempt .....(hereinafter called “ the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No. .... dated ..... made between ..... and ..... for ( hereinafter called “ the said Agreement”) of Mobilisation Advance for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. .... ( Rs. .... only). We, .....( indicate the name of the Bank) hereinafter referred to as “ the Bank”) at the request of ..... Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. .... Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

We, ..... Bank do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....

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

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

4. We, ..... Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the ..... (1) ..... We shall be discharged from all liability under this Guarantee thereafter.

We, ..... ( indicate the name of Bank) Further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

5. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).

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

Dated the ..... day of ..... 20012

for .....

(indicate the name of the Bank)

Witness

1. Signature

Name

2. Signature

Name

\*\*\*\*\*

**Form 2: Undertaking from System Integrator**

(Company letter head) [Date]

To

**RailTel Corporation of India Limited,**  
**Plot No 143, Sector 44,**  
**Institutional Area, Opposite to Gold Souk,**  
**Gurgaon, Haryana 122003**

Sir,

Sub: Undertaking on Non- disclosure of contract documents

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

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

For and on behalf of the Bidder

(Signature)

(Name of the Authorized Signatory)

Date

Address

Location

**Form 3 : Proforma for Submitting Bidder firm profile**

S N	Particulars	Response
1	Company Name	
	Legal Name (if different)	
	Full Mailing Address	
	Telephone Number	

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

(Soft Copy to be submitted in Excel format)



**Form 4 : Proforma for Submitting Details of Projects undertaken**

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



**Form 5 : Proforma for Submitting Key Personnel Employee details**



S.N o	Name	Qualificati on	Experience	Particulars of Project done	Employed in your firm since	A n y o t h e r details

**Form 6 : Proforma for Submitting Project/Customer references details**

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

**Form 7 : Proforma for Submitting Technical Proposal**

The technical proposal should address the following at the minimum:

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



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

(Soft Copy to be submitted in Excel format)

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...END of Tender Document...

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RAILTEL