



RAILTELCORPORATIONOFINDIALTD.

(A Govt. of India Enterprise)

**Territory Office: 2nd Floor, Exchange Building,
DRM Office, NER, Ashok Marg,
Lucknow (UP) 226001**

Expression of Interest for

Selection of an IT Partner

For

“Development of Online innovation Portal for Railway Board, New Delhi”.

(Open for participation only to RailTel-Empaneled Business Partners)

EOI No: RailTel/EOI/LKO/NR/BA/22-23/Business Delivery/01 dated 12.09.2022

EOI No: RailTel/EOI/LKO/NR/BA/22-23/Business Delivery/01 dated 12.09.2022

To,

Dear SI Partner

Sub : Expression of Interest (EOI) for Selection of Systems Integrator & Implementation Partner for
“Development of Online innovation Portal for Railway Board, New Delhi”.

Introduction:

With reference to above subject, RailTel Corporation of India Ltd. (RCIL) calls your attention for Selection of Systems Integrator & Implementation Partner for **“Development of Online innovation Portal for Railway Board, New Delhi”.**

Schedule of Events

1	EOI No	EOI No: RailTel/EOI/LKO/NR/BA/22-23/Business Delivery/01 dated 12.09.2022
2	Publishing of EoI for empanelled SI's/BA	12.09.2022
3	Submission of EOI documents	19.09.2022 on 10:30 Hrs
4	Opening of EOI documents	19.09.2022 on 11:00 Hrs
5	Estimated Cost of Work	Rs. 70,80,000 -(Incl. GST)
6	Earnest Money (EMD) #	Rs: 70,800/-
7	Cost of EOI Document	Rs. 1,770/- (Inclusive all taxes) (To be paid only at https://railtel.enivida.com)
8	Last date for requesting clarifications (Optional)	Up to 16:00 Hrs on 14.09.2022
9	Mode of Submission	E-Bid submission only at https://railtel.enivida.com

- The rates should be inclusive of taxes, however, breakup of all the taxes charged by the BA/SI shall be shown separately. The BA/SI has to submit the breakup of all taxes at the time of submission of their “Tax invoices” also. The BA/SI has also to submit their GSTIN No. at the time of submissions of their “Tax invoices”. In addition to it, the BA/SI should submit copy of GSTIN registration certificate for the states wherever applicable. In case of the successful BA/SI is not liable to be registered under CGST/IGST/UTGST/SGST Act, the RailTel shall deduct the applicable GST from his/their bill under RCM and deposit the same to the concerned tax authority. Vendor should file GST return and transfer credit of GST in RailTel account as per GST procedure.
- The offers shall be opened on above said date, in the presence of those BA/SI, who choose to be present. If the above said date happens to be a holiday, the same shall be opened on the next working day.
- EMD:**
EMD Cost to be paid either at <https://railtel.enivida.com> or to be paid online through RTGS/Internet Banking in Beneficiary name RailTel Corporation of India Ltd. And the

documents for payment confirmation to be uploaded on online enivida portal. with The Bid received without EMD will be summarily rejected.

Bank: Union Bank Of India

Address: F-14&15, Inner Circle, Cannaut Place, New Delhi-110001

Branch Code:30780

IFSC Code: UBIN0530786

MICR code:110026006

Account No.307801010917906

d. Cost of EOI document:

Cost to be paid only at <https://railtel.enivida.com>. Non-submission of the same will lead to summarily rejection of bid.

e. Benefits available to MSE as per law will not be applicable to this EOI.

1. Background Information:

- a. RailTel is providing BW connectivity to its user at various locations. As a part of service, Supply, installation and commissioning of Wi-Fi & LAN Facilities is to be provided at customer location by RailTel for complete functioning of network.
- b. No information of this document or related to this work shall be shared with anyone without permission of RCIL.

2. Objective and Scope of Work:

The broad responsibility of the BA/SI under the objective and scope of work for this EOI shall be as under:

Objective of work-

1. To create & register Domain name of the Portal – “Innovation.IndianRailways.Gov.in”
 2. Provision for uploading of problem statements by Admin (Railway Board)
 3. Registration feature for (i) Startups (recognized by DPIIT, Government of India) (ii) Any Indian company incorporated under the Companies Act 1956/2013, primarily a MSME as defined in the MSME Act, 2006 (iii) Individual innovators (iv) R&D institutions, and (v) Any partnership firm, company or LLP incorporated under relevant laws, after verification of credentials e.g. PAN, GST, Registration no. etc.
 4. Enable Submission of Proposals by Innovators/Startups/Industry/MSMEs etc. as solutions in prescribed format (IP Form-1 of Innovation Policy).
 5. Permit downloading of data (viz., Problem statements, reports, Registration details of innovators, documents etc. in MS Excel and PDF, as applicable) by Admin.
 6. Generate alerts regarding status of application through sms & email.
 7. Provision for monitoring project linked activities with timelines as mentioned in the Innovation Policy.
 8. Generate alerts for Admin/concerned officials through sms/email in case of timelines getting exceeded.
- a. Scope of work:** Detailed scope of work will be in line with mentioned Innovation Policy (E&R No.01/22 April 2022) issued vide Railway Board Letter No:2021/E&R/7(13)6 dated 21.04.2022. The functional details in line with Innovation Policy will be as below:

- I. The portal to have following modules: **Main Portal, Admin and Security module, Innovator Signup and Registration Modules, Challenges Management Module, MIS and Reports, Proposal Management Module, Innovation Management Module.**
- II. Master Data tables will be created including User Master, Organization, Directorate, Innovator Master.
- III. Security Audit through CERT-in empanelled agency before Go-Live.
- IV. Portal will be hosted at Tier –III certified, MietY empanelled Data Center & all managed services for servers placed in it. (By Railtel)
- V. Servers will include Windows Server with SQL Database including Email Services, with all the required licensing, with 4 core single CPU, 8GB RAM and 2X500GB SATA storage and shared firewall support for security. (By Railtel)
- VI. Training to be provided to all Railway users.
- VII. Help manuals / User manuals to be provided as per user roles after login.
- VIII. Complete documentation of the project including flow charts, Software Documents to be provided after completion of the project.
- IX. One-year warranty is included in the project cost which shall involve bugs resolutions, for smooth running of portal and minor tweaking as per requirements, Thereafter AMC will be undertaken.
- X. Technical Support to be included over phone and email for a period of one year.
- XI. Bidder to provide source code of software portal to RailTel in the storage hard drive of sufficient capacity.

b) The BA/SI shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications. The BA/SI shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contract protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

c) The BA/SI shall give warranty of materials supplied by them for a period of 1 year or as Specified in Schedule of rate or as per OEM whichever is later from date of establishment and functioning of the network and acceptance of the customer of RailTel.

d) If it becomes necessary for the BA/SI to replace any defective materials under the clause -c, the provisions of the clause shall apply to the materials so replaced or renewed or until the end of the warranty period of 12 months from the receipt of material.

e) Replacement under warranty clause shall be made by the BA/SI free of all charges at site including freight, insurance and other incidental charges.

f) BA/SI may also need to provide the comprehensive AMC support for further period after the initial one-year warranty period if Railtel Customer requests for it. Initial One-year warranty will commence after acceptance of network by Customer of RailTel. The long-term maintenance support shall be comprehensive and include all hardware and software of equipment supplied against this contract. RailTel should be extended the benefits of periodical software patches/updates made by OEM on the system from time to time for equipment security/performance without any additional cost to RailTel.

Buyer **reserves** the right to enter into AMC @ 10% of cost of SOR item-“*Development of Online Innovation Portal for Railway Board, New Delhi*” before 30 days of expiry of warranty period. In case bidder refuses to enter into AMC, PBG will be forfeited. All the aspects of innovation portal like customer support, SMS/email alerts etc must be ensured under AMC period.

Separate agreement for AMC (Long term Maintenance Support) before expiry of warranty period shall be entered into with OEM/the authorized partner of OEM by RailTel. A fresh Bank Guarantee valid for Five years or as required time period and four months for 10% (or as per applicable guidelines in Railtel available at the time of issuing order of AMC) of the Long Term Maintenance Support cost of five years, shall be required to be submitted by bidder for due fulfillment of long term maintenance support obligation.

g) BA/SI Shall supply the required material if any preference to “Make in India”.

3. Selection Criteria:

a. **Stage-I :** Proposals of only those BA/SIs will be entertained who are empanelled with RCIL. The PBG for empanelment should be valid on opening of the bids. A copy of PBG should be submitted along the technical-commercial bid.

b. **Stage-II:**

Qualification criteria:

1. There should not be any ongoing or past arbitration case(s) between RailTel/REL/Customer of RailTel and Applicant for the past two years on the last date of submission of EOI. **Self-Declaration is to be submitted in this regard.**
2. The bidder should have a valid Corporate Identification Number (CIN), Permanent Account Number (PAN), Taxpayer Identification Number (TIN), Goods and Service Tax Identification Number (GSTIN), on the last date of submission of EOI. **Copy of documents in this regard is to be submitted.**
3. The Applicant should not be blacklisted by any State / Central Government / PSU / Autonomous Body on the last date of submission of EOI. **Self-Declaration is to be submitted in this regard.**
4. No Deviation Certificate as per annexure-3.
5. “The BA/SI shall submit a notarized affidavit (as per annexure-4) on a non-judicial stamp paper stating that they meet the 100% compliance requirements & all their statements/documents submitted along with the bid are true and factual. Standard format of the affidavit to be submitted by the bidder is given in the EOI document. Non submission of an affidavit by the bidder shall result in rejection of his/their bid and it shall be mandatorily incumbent upon the BA/SI to identify, state and submit the supporting documents duly self-attested by which they/he are/is qualifying the work experience/ Qualifying Criteria mentioned in the EOI Document. It will not be obligatory on the part of EOI Evaluation Committee to scrutinize beyond the submitted document of the BA/SI as far as his qualification for the EOI is concerned.
6. **Minimum Qualifying Work Experience Required:**
The tenderer must have successfully completed any of the following during last 07 (Seven) years, ending last day of month previous to the one in which tender is invited:
 - a. One similar work each costing not less than the amount equal to 60% of advertised value of the tender.
 - b. Two similar work each costing not less than the amount equal to 40% of advertised value of the tender.
 - c. Three similar work each costing not less than the amount equal to 30% of advertised value of the tender.

User certificate for this may be given as per an Annexure 5.

“Similar work” for this contract shall be Tenderer as system integrator must have completed software based portal developments for any of Railway-Zone/Division/Board/RDSO/MCF/ Railway PSU”.

NOTE: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any of the Railway-Zone/Division/Board/RDSO/MCF/Railway PSU.

7.The tenderer must have received contractual payments (Turnover) in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or **Audited Balance Sheet & Profit Loss Statement** duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

(Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India).

8.The bidders are required to submit copy of the EOI document duly digitally signed by Authorized Signatories as a token of acceptance of terms & conditions of contract.

d. Stage-III

Bidders qualifying stage-I & Stage-II as above will be eligible for stage-III evaluation. Under Stage-III, offers will be evaluated as per the inter-se position of financial offers opened online where lowest offer will be considered as L-1.

e. Comparison of Tenders: Tenders will be compared in Indian Rupees (INR) only. For the purpose of comparative evaluation of tenders, the amount worked out from the quoted percentage (excess/less) or/and quoted rate of item as applicable, in equivalent INR shall be compared amongst various tenders to determine the lowest evaluated tender.

4. Duration of Engagement & Service Level Agreement

One Initial Year from the date of issue of LOA/work order, however same may be extended for AMC for three more years as per requirement of Customer.

The service level agreement along with all the terms & conditions of RailTel customer will be back to back and if any penalty imposed by customer, accordingly whole penalty (on bidders scope of work) will be passed on to selected bidder.

5. RCIL’s Right to Accept/Reject Bids :

RCIL 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 BA/SI or BA/SIs or without any obligation to inform the affected BA/SI or BA/SIs about the grounds of rejection by RailTel.

6. Bidding Document

The BA/SI 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 BA/SI's risk and may result in rejection of its bid without any further reference to the BA/SI.

All pages of the EOI documents shall be signed in ink by the BA/SI including the closing page in token of his having studied the EOI document. Original copy of EOI document is also to be submitted along with the offer.

7. Bid Validity

Bids shall remain valid for a period of 60 days from the date of opening of the bids. RailTel shall at its own discretion reject a bid validity of shorter period.

8. Bid Currency

The prices in the bid document shall be expressed in Indian Rupees only and price figures quoted wherever will be considered as expressed in Indian Rupees only.

9. Performance Bank Guarantee (PBG) :

Successful BA/SI shall submit performance guaranty on back to basis on BA's part of work, if the Customer ask RailTel to submit. The same should be submitted within 30 days of issue of LOA/PO or date of intimation (DOI) to submit the PBG.

The successful bidder shall have to submit a Performance Guarantee (PBG) equivalent to the 3% of total contract value, within 30 days from the date of issue of Letter of Acceptance (LOA)/ date of intimation (DOI). A penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA/DOI. In case the contractor fails to submit the requisite PBG even after 60 days from the date of issue of LOA/DOI, 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.

Warranty commences after the acceptance by the customer of RailTel. PBG shall remain valid for 3 Months after the **completion of work & Warranty Period as per Scope of work**. A separate advice of the BG will invariably be sent by the BG Issuing Bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in interest of bidder to obtain RailTel Bank IFSC Code, Its Branch and address and advise these particulars to the BG Issuing Bank and request them to send advice of BG through SFMS to the RailTel's Bank.

The Performance Bank Guarantee shall be released after successful completion of the Contract & Warranty period duly adjusting any dues recoverable from the successful BA. performance guaranty value less than 5 lakhs to be submitted through Demand draft/RTGS etc mode with confirmation & requirement of Railtel as communicated during issuance of Letter of acceptance.

10. Modification and/or Withdrawal of Bids :

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

No BA/SI shall be allowed to withdraw the bid after the deadline for submission of bids.

If successful BA/SI withdraw or back out from the bid commitments, the BG submitted in reference to empanelment, shall be forfeited and all interests/claims of such BA/SI shall be deemed as foreclosed/rejected.

11. Variation in Quantity Clause :

Variation in Quantity: RCIL reserves the right to reduce or increase the quantity of any item as mentioned in the Annexure-2 but not more than 25% of total items mentioned in EoI. Accordingly, total contract value may change on the basis of the rates defined in the price bid.

12. Negotiation:

RCIL reserves the right to negotiate with the successful BA/SI in order to make the bid competitive.

13. Payment Terms:

Payment will be back to back and as per the payment terms mentioned in agreement between RailTel and its customer.

Payment shall be released as per the terms mentioned below:

- a) Invoice: Tax Invoice as per GST Provision.
- b) Tax Invoices shall have clear bifurcation of basic price and GST, indicating the break-up of the GST for availing GST Credit. The Tax Invoices shall be raised state wise based on place of service and supply, in the name of RailTel Corporation of India Ltd.
- c) All Tax Invoices raised should be serially numbered as per GST provision.
- d) GST No. of RailTel & Vendor should be mentioned on the face of the Tax Invoices. Vendor should comply with all provisions of CGST/SGST/UGST Act.
- e) Bill Passing Authority: GM/Lucknow & Bill Paying Authority: Joint General Manager /Fin/NR/Delhi.
- f) Certificate for Fall Back Clause should be submitted.
- g) All statutory taxes applicable as per the rules (if applicable) shall be deducted at source from your bills.
- h) All payment shall be made in Indian Rupees only.
- i) Installation / Performance certificate issued by customer of RailTel.
- j) Delivery Challan if any duly accepted by Consignee.
- k) Warranty certificate as per warranty clause.
- l) All payments to be made directly to the BA/SI through Online payment mode. For this purpose, the Contractor shall submit details of Bank Account as per RailTel's standard format. RailTel shall be entitled to deduct Income Tax in case applicable and other taxes at source in accordance with the provision of Income Tax Act/other taxation laws as applicable from time to time. In case of deduction necessary TDS certificates shall be issued by RailTel.
- m) Labour cess on source cost will be deducted from the bills as per guideline of Govt. of India if applicable.
- n) Any deduction made by the customer of RailTel will be imposed on the BA/SI, on back to back basis.
- o) Valid Performance bank Guarantee (PBG).
- p) Inspection certificate issued by RCIL executive if any.
- q) Declaration regarding applicability of E-invoicing and 206AB & 206CCA.

14. Restrictions on "Transfer of Agreement" :

The successful BA/SI shall not assign or transfer its right in any manner whatsoever under the agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the agreement to any third party either in whole or in any part i.e. no sub-contracting/partnership/third party interest shall be created with reference work/project assigned through this EoI.

15. Delivery Timeline:

Successful BA/SI have to complete the “**Development of Online innovation Portal for Railway Board, New Delhi**” in all aspects **within 2 months** from the date of issuance of LOA.

16. Liquidated Damage (LD):

If Railtel Customer imposes any penalty against the bad workmanship/delay/defaults etc on BA's Part of work, same (as a whole amount) will be applicable on BA/SI back to back.

17. Liability under Agreement/EoI:

Except as provided in the EoI document, neither party i.e. RCIL and successful BA/SI shall be liable to each other party or any other party by virtue of termination of the EoI for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of the EoI document.

18. Suspension, Revocation or Termination of agreement /EoI :

18.1 RailTel reserves the right to suspend the operation of the EoI, at any time, due to change in its own license conditions or upon directions from the competent government authorities, In such a situation, RailTel shall not be responsible for any damage or loss caused or arisen

out of aforesaid action. Further, the suspension of the EoI will not be a cause or ground for extension of the period of the EoI and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the successful BA/SI shall be payable by RailTel.

18.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of EoI, by a written notice of Three month issued to the Successful BA/SI at its registered office, terminate/or suspend the agreement under any of the following circumstances :

18.2.1 The successful BA/SI failing to perform any obligation(s) under the agreement.

18.2.2 The successful BA/SI failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel

18.2.3 The successful BA/SI going into liquidation or ordered to be wound up by competent authority.

18.2.4 If the successful BA/SI is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the

circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as it feels fit under the circumstances.

18.2.5 It shall be the responsibility of the successful BA/SI to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of successful BA/SI and Performance Bank Guarantee submitted along with empanelment letter shall be forfeited, without any further notice. Also, the PBG submitted for the EoI in context shall be forfeited, without any further notice.

18.2.6 Breach of non-fulfillment of Agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful BA/SI or not. The successful BA/SI shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the selected BA/SI in successful implementation and thereafter maintenance of work as per the conditions mentioned in the Scope of work and EoI, the PBG of successful BA/SI available with RailTel will be forfeited.

19. Dispute Settlement :

In case of any dispute concerning this order both the successful BA/SI and RailTel shall try to settle the same amicably through mutual discussion/negotiation. Any unsettled dispute shall be settled in

terms of Indian Act of Arbitration and conciliation 1996 or any amendment thereof. Place of arbitration shall be New Delhi. Arbitrator shall be appointed by Chairman & Managing Director, RailTel Corporation of India Limited.

20. Force-Majeure under Agreement/EoI :

If at any time, during the continuance of this agreement, the performance in whole or in any part, by either party i.e RCIL and successful BA/SI, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the successful BA/SI, fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happenings of any such event is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the agreement, nor shall either party have any such claims for damage against the other, in respect of such non-performance or delay in performance. Provided service under the agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The decision of RailTel as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive. However, the force-majeure events noted above will not in any way cause extension in the period of the agreement.

21. Labour Laws to be complied by the successful BA/SI:

The successful BA/SI shall obtain a valid licence under the Contract Labour (RA) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The BA/SI shall also

comply with the provisions of the Inter-State Migrant Work-men(Regulation of Employment and Conditions of Service) Act 1979.The successful BA/SI shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment Conditions of Service) Act, 1996 and the build-ing and other Construction Workers Welfare Cess Act, 1996.Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

22. EoI Submission Details :

You are requested to submit the complete „Technical and Commercial Proposal“ online using e-Procurement Portal <https://railtel.enivida.com>.

22.1. Single Packet Bid systems will be followed for this EOI with a Lowest Cost Based Selection Criterion. The bid should have a „Index“ at the starting and all pages of bid should be serially numbered and should be traceable as per the „Index“.

22.2. The bidder should take into account any Corrigendum to this EOI document that may have been published before submitting their bids. The bid is to be submitted online i.e. at RailTel's e-Tender portal (www.railtel.enivida.com). Physical / Offline submitted bid will not be entertained.

22.3. Bidders in their own interest are advised to submit the bid well before the last date and hence to avoid any inconvenience at the last moment.

22.4. The bidder may modify or withdraw its bid after submission, prior to the deadline date and time prescribed for the bid submission in this EOI. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid. No bid may be withdrawn in the interval between the bid submission last date and the expirations of the bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the bidders EMD or cancellation of empanelment of BA/SI with RailTel.

22.5. An Organization / Bidder can submit only „One Bid“. Submission of multiple bids by a bidder will lead to rejection of all of its bids.

22.6 Tenderer shall quote in SOR provided in eNivida portal only. In case the schedule of requirements quoted by the tenderer is incomplete with reference to the EOI document, the offer is liable to be rejected.

22.7 The rates quoted should be written both in words and figures. The unit of rates should be in the metric system and as per EOI 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.

22.8 BA/SI are requested to go through all the conditions of the EOI document and note that, by submitting the EOI documents, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).

22.9 ATTESTATION OF ALTERATION: No scribbling is permissible in the EOI documents. EOI containing erasures and alterations in the EOI documents are liable to be rejected. Any correction made by the BA/SI in his/their entries must be signed (not initialed) by him/them.

22.10 **Power of attorney** in favor of the signatory duly authorizing the signatory shall be submitted online to the tendering authority before the due date and time of submission of the e-Tender.

In reference to **the above**, Bid Proposal should consist of:

- a. Copy of PBG submitted to RailTel in reference to their empanelment letter and LOA copy.
The PBG should be valid on the date of opening of bids for the EoI in context.
- b. Price Bid in the format as per Annexure-1 on eNVIDA portal
- c. Documents as per clause 4 b.

RailTel Office Add :

RailTel Corporation of India Ltd.
2nd Floor, Telephone Exchange Building, NE Railway DRM office, Ashok Marg,
Hazratganj, Lucknow, UP-226001
Mob.900444419

23. Compliance to the EoI Document: BA/SIs should ensure compliance to all clauses of this EoI. Any deviation will lead to rejection of the EoI of BA/SI.

24. Contact Details

In case of any query/issue you may contact following officers.

S. No.	Officer Name	Designation	Mobile No.	E-mail ID
1	Sh. Nitish Vikram Singh	Sr. Mgr/LKO	9004444199	nitish.vikram@railtelindia.com
2	Sh. Vineet Kushwaha	DGM/Mktg	9717644444	vkushwaha@railtelindia.com
3	Sh. Dipu Shyam	GM/LKO	7007831841	d.shyam1998@railtelindia.com

It is advised that queries may be raised through e-mail communication for unambiguous revert cum clarification.

25. Agreement:

The successful Tenderer shall **within 07** days after award of contract be bound to execute an agreement based on accepted rates and conditions, in such form as the RailTel may prescribe, and lodge the same with the RailTel together with the conditions of contract, specifications and Schedule of prices referred to therein duly completed.

Format of agreement is as per Anneure-9.

26. CONSTITUTION OF FIRM AND POWER OF ATTORNEY.

- I. Any individual(s) signing the EOI or other documents connected therewith should specify whether he is signing:-
 - (a) As sole proprietor of the concern or as attorney of the sole proprietor;
 - (b) As a partner or partners of the firm;
 - (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.
- II. In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized 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.

- III. 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.
- IV. 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, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.

The duly notarised Power of Attorney, Partnership Deed, Memorandum of Joint Venture as the case may be in original or duly

Schedule of Requirement & Price BID

Attached Separately on envida portal under Financial bidding option for bidding purpose.
Detailed quantitative SOR and technical specifications attached as annexure-2 for reference.

Annexure-2

SOR:

Sr.	Item	Rate (Rs)	Qty	Amount (Rs)
1	Development of Online Innovation Portal for Railway Board, New Delhi	5000000	1	5000000
2	Training and Implementation	500000	1	500000
3	Security Audit of the Portal	500000	1	500000
			Total	6000000
			<u>GST@18%</u>	1080000
			Grand Total	7080000

Annexure-3

PROFORMA FOR STATEMENT OF DEVIATIONS

(1) The following are the particulars of deviations from the requirements of the EOI specification.

Clause	Deviation	Remarks (including justification)
--------	-----------	-----------------------------------

Signature and seal
of the BA/SI

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY BA/SI ALONGWITH THE EOI DOCUMENTS

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

I.....(Name and Designation)** appointed as the attorney/authorized signatory of the BA/SI (including its constituents),

M/s _____ (hereafter called the BA/SI) for the purpose of the EOI documents for the work of _____ as per the EOI No. _____ of (-----RailTel), do hereby solemnly affirm and state on the behalf of the BA/SI including its constituents as under:

1. I/we the BA/SI (s), am/are signing the document after carefully reading the contents.
2. I/We the BA/SI(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the EOI Document. In case of discrepancy noticed at any stage i.e. evaluation of EOIs, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith the offer and the same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during the process for evaluation of EOIs, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA/SI)** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand the if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT SEAL AND SIGNATURE OF THE BA/SI

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

DEPONENT SEAL AND SIGNATURE OF THE BA/SI

Place: Dated:

USER'S CERTIFICATE

**(Related to para 3.b (7) of
tender document)**

1. (a) Name and complete address of the firm :
(b) Telephone numbers and Corporate email ID:
2. Contract No. & Date :
3. P.O. No. _____ Date _____.
4. Detailed scope of Work :
5. Value of Work executed (during F.Y (2020-2021) and past 3 years : (17-18, 18-19 and 19-20) : against the P.O mentioned at item 3 above:
6. Completion period as per P.O/Contract :
7. Date of Commencement of work :
8. Actual date of Successful completion :

Signature of the use with
Company Seal

CONTRACT PERFORMANCE GUARANTEE BOND

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited, Northern Region, 6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi-110053 (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 RailTel Corporation of India Limited and for (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on 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,(name of Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount as 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.only.

We,(name of 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.

We,(name of 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 We shall be discharged from all liability under this Guarantee thereafter.

We,.....(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 or 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 effect of so relieving us.

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

We (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 theday of 2020

for

(indicate the name of the Bank)

Witness

Signature

Name

Signature

Name

E-TENDERING INSTRUCTIONS TO BIDDERS

Instructions for Online Bid Submission:

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

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

More information useful for submitting online bids on the e-tender Portal may be obtained at: <https://railtel.enivida.com>

2. REGISTRATION:

i. Bidders are required enroll on the e-Procurement Portal (URL: <https://railtel.enivida.com>) with clicking on the link "Online bidder Registration" on the e-tender Portal by paying the Registration fee of Rs.2360/- Per vendor/per year.

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

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

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

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

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

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

viii. After completion of registration payment, you need to sends your acknowledgement copy on our help desk mail id ewizardhelpdesk@gmail.com for activation of your account

SEARCHING FOR TENDER DOCUMENTS

i. There are various search options built in the RailTel Corporation Of India Limited e-tender Portal, to facilitate bidders to search active tenders by several parameters.

ii. Once the bidders have selected the tenders they are interested, they can pay the processing fee Rs.8850 (Including GST) (NOT REFUNDABLE) by net-banking / Debit / Credit card. After that respective contractor/Vendor may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective „requested" Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

- i. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
- iii. Bidder has to select the payment option as "Online Payment" to pay the applicable fees and enter details of the instrument.
- iv. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- v. Deleted
- vi. The server time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking

“Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.

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

ASSISTANCE TO BIDDERS

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

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

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

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

RailTel's Contact Person /Designation

RailTel Contact-1 (for general Information)

Sh.Nitish Vikram Singh, Sr.Mgr/ Technical

Telephone/ Mobile 9004444199

E-mail ID: nitish.vikram@railtelindia.com

2. Bid related Information for this Tender

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

Broad outline of submissions are as follows:

1. Submission of digitally signed copy of Tender Documents/Addenda
2. Single Packet
3. Online response to Terms & Conditions of Tender.
4. (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal bid.

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

3. Online Submissions:

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

4. Submission of Eligibility Criteria related documents

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

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

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

5. Instructions for Tender Document TO THE BIDDERS

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

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

6. Submission of Offers and Filling of Tender:

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

7. Attendance of Representatives for Tender Opening:

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

8. e- Reverse Auction: Deleted.

9. Addenda/ Corrigenda:

RailTel may issue Addenda/ Corrigenda to the tender documents 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 RailTel e-Tendering portal <https://railtel.enivida.com> only. Bidders who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

10. Ambiguity/Pre-Bid Clarification Requests (Optional):

If there is any ambiguity or doubt as to the meaning of any of the tender clauses/conditions or if any additional information required, the matter should immediately be referred to the RailTel in writing through emails to RailTel Contacts defined above within 3 days of publication of tender document.

11. Bid submission and Opening date:

- a. The bid should be submitted online along with Credential/Techno commercial & Price bid document (all documents).
- b. Power of attorney in favor 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.
- c. The bidder's bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet (BDS) online simultaneous in presence of such Bidders/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.
- d. Bids received after due date and time shall be summarily rejected and shall not be opened.

Annexure-8
EMD Declaration letter

Not Applicable for this EOI

AGREEMENT
(On stamp paper of Rs.100)

(CA No.)

This AGREEMENT is made at Lucknow on this day of _____ two thousand and Twenty One by and between RailTel Corporation of India Limited (A Govt. of India undertaking) having its Registered & Corporate office at 6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi-110053, acting in the premises through ED/Northern Region (hereinafter referred to as 'RailTel', which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part; And _____ having its registered office at ----- acting in the premises through..... (hereafter referred to as Contractor", which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) of the other part. Whereas in response to a call for Tender by RailTel for the work of "....."

for RailTel Corporation of India Limited as per tender papers at Annexure 'A' read with Corrigendum.....issued by RailTel hereto, the Contractor has submitted a Tender as per Annexure 'B' hereto AND WHEREAS the said Tender of the Contractor has been accepted for the work of "....."

... .." for RailTel Corporation of India Limited as per copy of Letter of Acceptance of Tender No. _____ dated _____ complete with enclosures at the accepted rates and agreed deviations from tender papers as per Annexure-C hereto at contract value of Rs. _____ (Rupees _____ Only) duly accepted by the contractor.

Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the said Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein.

IN WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respective signatures.

Signed and delivered by Shri _____ for and on behalf of RailTel Corporation of India Ltd.

The contract within named in the presence of :

1. Signatures

Date

Name in Block Capitals

Address:

2. Signatures

Date

Name in Block Capitals

Address:

Signed and delivered by Shri. _____ for and on behalf of

The contractor within named in the presence of :

1. Signatures

Date

Name in Block Capitals

Address:

2. Signature

Date

Name in Block Capitals

Address:

Annexure 'A' :EOI/Tender Paper No..... with corrigendum, if any.

Annexure 'B' :Letter of Acceptance /PO No..... with all enclosures.

Annexure 'C' :Copy of Contract Performance Guarantee

OFFER LETTER

From:

M/s. _____

To,

The Executive Director,

Northern Region

RailTel Corporation of India Limited

Sub: **“Development of Online innovation Portal for Railway Board, New Delhi”.**

Ref: **EOI No: RailTel/EOI/LKO/NR/BA/22-23/Business Delivery/01 dated 12.09.2022**

I/We the undersigned hereby offer to execute the agreement for the above work within seven days from the date of issue of letter of acceptance of the tender in strict compliance within the provision detailed in the tender document attached.

I/We agree that this tender shall not be restricted or withdrawn and shall remain open for acceptance for and during the period of **60 days** from the date of opening of the tender.

I/We fully understand the terms and conditions as contained in the tender document and we agree that the same shall apply to Our tender and I/We shall be bound by them.

Untill a formal agreement is prepared and executed, acceptance of this offer letter shall constitute a binding contract between us subject to modification as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer.

Yours Sincerely,

Signature of the Tenderer

Seal of the Tenderer

Place: -

Date: -

Witnessed by: -

1. Signature:

Name:

Address:

2. Signature: -

Name: -

Address: