

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

Registered & Corporate Office:

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

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI No. : RCIL/EOI/CO/ITP/2022-23/ IT services to RCIL Customer/09 dated 07.10.2022

Selection of Partner For

**“Rate Contract for Operations & Maintenance and Expansion of the
Himachal Pradesh - SDC for a period of five years”**

Disclaimer

RailTel Corporation of India Ltd. (herein after called the RailTel) has prepared this Expression of Interest (EOI) document solely to assist prospective bidders in making their decision of whether or not to bid. While the RailTel has taken due care in the preparation of information contained herein and believes it to be accurate, neither the RailTel or any of its Authorities or Agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. This information is not intended to be exhaustive and interested parties are required to make their own inquiries and do site visits that it may require in order to submit the EOI. The information is provided on the basis that it is non-binding on RailTel, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. The RailTel reserves the right not to proceed with the bidding/EOI process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the EOI further with any party submitting an EOI. No reimbursement of cost of any type will be paid to persons or entities submitting the EOI.

EOI NOTICE

RailTel Corporation of India Limited Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East KidwaiNagar, New Delhi-110023

EOI No: **RCIL/EOI/CO/ITP/2022-23/ IT services to RCIL Customer/09**

dated 07.10.2022

RailTel Corporation of India Ltd., (here after referred to as RailTel) invites EOIs from RailTel's Empaneled Partners for the selection of suitable agency for "Operations & Maintenance and Expansion of the Himachal Pradesh - SDC for a period of five years".

The details are as under:

1	Last date for submission of EOIs by bidders	12.10.2022 before 15:00Hrs.
2	Opening of bidder EOIs	12.10.2022 at 15:30Hrs.
3	Earnest Money Deposit (EMD)	Rs. 30 Lakh
4	Number of copies to be submitted for scope of work	01 in Hard Copy

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

Contact: Naresh Kumar

Position: DGM/IT

Email: naresh.kumar@railtelindia.com Telephone:
+91124 2714000 Ext 2222

NOTE:

- I. All firms are required to submit duly signed and stamped hard copy of their EOI response documents.**
- II. The EOI response is invited from eligible Empaneled Partners of RailTel only.**
- III. MSME firms are exempted from EMD fee submission, refer to clause number 13.7**

1. RailTel Corporation of India Limited–Introduction

RailTel Corporation of India Limited (RCIL), an ISO-9001:2000 organization 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 modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization 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 categorized 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

RailWire: RailWire is the retail broadband service of RailTel. RailWire is a collaborative public private local entrepreneur (PPLE) model providing broadband services by leveraging the eco system available with different partners like RailTel, Access Network Provider, Aggregation Network Provider (AGNP)

and Managed Service Provider (MSP) to offer high speed & cost-effective broadband to end customers. The model uses RailTel's nationwide Core fiber Backbone Network, Access Network available with Local entrepreneurs, FTTH Infrastructure providers etc. and Managed Service Partners/Application Service Providers having IT & management capabilities. The model has been tested for several years now with about 4 lakh+ home broadband users along with 5200+ local access network partners. It is noteworthy that this approach whereby about 54% of the revenue is ploughed back into the local community not only serves the underserved but also creates livelihoods and jobs in the local communities.

2. Objective of EOI

RailTel Corporation of India Ltd (hereafter referred to as ‘RailTel’) an ICT arm of Indian Railways has been in the forefront of building innovative platforms and solutions and vision to build range of Information and Communication Technology (ICT) Services for its customers.

In this regard, RailTel intends to participate in the RFP floated by Society for the promotion of Information Technology and e-Governance (SITEG), Himachal Pradesh (hereafter referred to as “Customer”) and accordingly seeks to select a suitable partner (SELECTED FIRM) for pre-bid arrangement. The details of pertinent RFP are as below :

RFP Title : Operations & Maintenance and Expansion of the Himachal Pradesh - SDC for a period of five years

RFP Ref No : DIT-F07/16/2020-IT SECTION- E79931-GoHP

RFP Document Availability (including corrigenda) : www.hptenders.gov.in

Note : Interested partners are strongly advised to refer the pertinent RFP documents, corrigenda or any other document published by Customer in this regard at the link mentioned above. Interested partners have to search on their own, all the relevant information / documents published by Customer.

3. Broad Scope of Work

The National e-Governance Program (NeGP), approved by the Government of India, aims to significantly transform and improve the way the Government provides services to its citizens. It is envisaged to move from a government-centric to a citizen-centric paradigm in service provisioning; to start treating citizens as government customers; and to empower them to demand convenient, cost effective and transparent services from the government.

NeGP comprises of several projects spread across a number of sectors which are to be implemented either by the line ministries/departments at the central government or by state governments, as well as integrated projects spanning across multiple ministries/departments/agencies. To support implementation of the Mission Mode Projects under NeGP and also to ensure adherence to common principles and policies towards realization of the vision, NeGP has identified 3 core components, core infrastructure projects, including:

- . ≡ State Wide Area Network (SWAN)
- . ≡ Common Service Centre (CSC)
- . ≡ State Data Centre (SDC)

SDC was envisioned as the ‘Shared, reliable and secure infrastructure services centre for hosting and managing the e-Governance Applications of State and its constituent departments’. SDC was envisaged to establish a robust infrastructure to enable the Government to deliver the services quickly and effectively to its stakeholders. The State Data Centre, integrates to the Himachal State Wide Area Network

(HIMSWAN), and provides the access to the e-Governance applications & Services to Government employees through Intranet and to the citizens through public Internet/CSCs etc. The SDCs facilitates consolidation of services, applications and infrastructure. State Data Centre provide the following key functionalities - Central data repository, Secure Data Storage, Online Delivery of Services, Citizen Information/Services Portal, State Intranet Portal, Disaster Recovery, Remote Management and Service Integration. The State Data Centre is a key-supporting element of e-Government Initiatives & businesses for delivering services to the citizens with greater reliability, availability and serviceability. SDC provides better operations & management control and minimizes overall cost of Data Management, IT Management, Deployment and other costs.

The selected bidder shall operate, and maintain the SDC for a period of 5 years from the date signing of contract. The selected bidder shall undertake expansion of the HPSDC as and when required by SITEG during the currency of the agreement at the rates quoted for add-on components in the financial bid.

Detailed Scope of work is provided in Customer's RFP document number DIT-F07/16/2020-IT SECTION-E79931-GoHP which can be downloaded from website www.hptenders.gov.in. The interested bidder shall read customer RFP documents including corrigendum carefully.

4. Language of Proposals

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

5. Proposal Preparation and Submission

The Applicant is responsible for all costs incurred in connection with participation in this EOI process, including, but not limited to, cost incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/presentations, preparation of proposal, in providing any additional information required by RCIL to facilitate the evaluation process or all such activities related to the EOI response process. RCIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6. Bidding Document

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

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

7. Qualification for Participation

S No.	Particulars	Eligibility Criteria for Tender Package (Mandatory Compliance & Document Submission)
A)	Financial Conditions	
1)	Firm should be registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 3 years of operations in India as on bid submission date.	1. Certificate of Incorporation 2. GST Registration 3. PAN Card
2)	Bidder should have experience of IT System Integration/ Information Technology Infrastructure projects including implementation / operations and should have been in this business for a period exceeding three years as on 31.03.2021. Bidder who has acquired a company/ division of a company having experience as mentioned above shall also be considered	1. Work Orders confirming year and Area of activity. 2. Memorandum and Articles of Associations. 3. Relevant legal documentation confirming acquisition / merger
3)	The bidder must have ISO 9001: 2015 Certificate.	Valid ISO 9001:2015 certificate
4)	The bidder should have commissioned and installed at least one Data Center project that meets all the following requirements during the last Ten (10) years : a. An order value (including IT and Non-IT but excluding basic building structure cost) of not less than Rs 20 crores. b. Valid BS 7799 / ISO 27001 / ISO 20000 certification. Note: • Bidder's in house data centers shall not be considered. • Bidders who have built their own Internet Data Centre (IDC), for commercial use will be considered.	a) Copy of work order / client certificates. For IDC bidder, certificate from Company Secretary confirming the order value/cost. b) Valid certification (IDC bidder shall also submit customer work orders) (Data Centers set up as part of Smart City ICCS setup shall be considered provided detailed BoM showing delivery and commissioning of DC components)
5)	The bidder should have experience in providing Facility management services to at least one data center, for the last three years i.e. 2017- 2018, 2018-19 & 2019-20 Note: The Facility management services shall include IT infrastructure related (e.g. Servers, Storage, networks etc.) / non IT related services (power, cooling, physical security etc.) • Bidder's in house data centers shall not be considered. • Bidders who have built their own Internet Data Centre (IDC), for commercial use will be considered.	Copy of work order/ Client Certificates. Bidders who have built their own Internet Data Centre (IDC), for commercial use, may submit CA Certificate w.r.t. FMS

6)	The bidder should have positive net worth of at least 15 crores for the last year and an average turnover of more than Rs. 150 crores as on year ending on 31.03.2020 for last three Financial Years i.e 2017-18, 2018-19 & 2019-2020.	Chartered Accountant certificate for Net-worth Copy of the audited profit & loss account of the company showing turnover of the company for the last three years (up to 31- Mar-20). Turnover Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI
7)	a) The bidder must have on its roll at least 100 technically qualified professionals in the area of networking, systems integration & prior experience in providing the Data Center Infrastructure maintenance services as on 31.03.2021. b) At least five resources should be ITIL certified or ISO 27001 - 2013/ ISO 20000:2018 LA certified/CDCE/CDCS.	a) Certificate from bidders HR Department for number of technically qualified professionals employed by the company. b) Name of the employees along with certified copies of the certifications done, which are ISO 27001:2013 LA/ISO 20000:2018 LA/CDCE/CDCS. certified to be provided.
8)	The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Declaration in this regard by the authorized signatory of the bidder should be attached.
9)	The bidder should submit valid letter from the OEMs for the new hardware confirming following: a. Authorization for bidder b. Confirm that the products quoted are not “end of life or end of sale products” as on Bid Submission date. If in case the support for the product quoted has been stopped/ withdrawn till the time of delivery of equipment, the same will be changed with the equivalent or superior product at no extra cost. c. Undertake that the support including spares, patches, and upgrades for the quoted products shall be available for 7 years from the signing of contract. . Bidder should submit valid letter from the OEMs for each product to be used in datacenter in the formats as given in volume I, Section VIII – Format 6: Declaration by the OEMs.	OEMs for each product to be used in datacenter including following but not limited: • Compute Infrastructure • Networking Infrastructure • Storage Infrastructure • UPS • HVAC • Generator • Fire detection & Suppression • Surveillance
10)	The selected bidder should have an office in the state. However, if the local presence is not there in the state, the selected bidder should give an undertaking for establishment of an office, within two months of award of the contract.	Relevant Documents or Undertaking signed by the Authorized Signatory.
11)	The Bidder should not be black listed during last three years by any State / Central Government / PSU / Autonomous Body as on the last date of EOI submission	Self-certification duly signed by authorized signatory on company letter head.

12)	There should not be any ongoing or past, arbitration case(s) between RCIL and Applicant on the last date of submission of EOI	Self-certification duly signed by authorized signatory on company letter head.
viii)	Additional Documents to be Submitted	Technical Proposal with overview of the project with strength of the Partner.
B)	Annexures	
ix)	Annexure 1	Covering Letter: Self-certification duly signed by authorized signatory on company letter head.
x)	Annexure 2	The Bidder should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted. Self-certification duly signed by authorized signatory on company letter head.
C)	Schedule of Rates (financial quote)	As per SOR Clause number 39

8. Evaluation criteria

The firm meeting eligibility criteria and lowest financial quote will be selected for pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer. If required, the L1 bidder may be called for negotiation. A Tender Committee would be carrying out the evaluations. RCIL shall evaluate the responses to this EOI and scrutinize the supporting documents / documentary evidence / technical compliance. Inability to submit the requisite supporting documents / documentary evidence/ technical compliance, may lead to rejection. The decision of RCIL in the evaluation of EOI responses shall be final. During the EOI response evaluation, RCIL reserves the right to reject any or all the EOI responses.

9. Bidding Process

The bidder needs to submit the bid in sealed, signed and stamped envelope clearly mentioning of EOI number, EOI name, addressed to the EOI inviting officer as well as Bidding Agency Name and Contact person.

The proposal should be signed by an authorized signatory (having power of attorney/authorized by board resolution) on each page of the proposal document including enclosures. Copy of board resolution and / or power of attorney shall be submitted along with technical proposal. Failing of which the Bid will be rejected.

1. Notarized Power of Attorney in the name of Company Representative
2. Annexure – I Covering Letter
3. Annexure - II
4. Self-Declaration of Non-Blacklisting as per Clause 7

5. Self-Declaration of No past / ongoing arbitration with RCIL as per Clause 7
6. Format for Providing Bidder's Information – Clause 37
7. Documents / Certificates related to “Qualification for participation” as per clause number-7
8. Signed and Stamped EOI Document
9. RailTel's Empanelment letter, PBG copy, GST and PAN documents
10. EMD or MSME UDYAM certificate in case of exemption
11. Technical Solution
12. Duly filled Financial SOR as per clause number 39
13. Deviation statement if any as per clause number 38.
14. Undertaking for lower rates as per clause number 10.
15. Any other relevant documents

10. Rate Contract for Hardware and Software Components

- 10.1. This EOI shall be treated as a Rate Contract with the Selected Bidder for proposed Hardware and Software Components of RailTel Customer including Non-IT components.
- 10.2. Order for new or up-gradation of existing product can be placed anytime during the tenure of the contract. The minimum contract period will be for 5 years.
- 10.3. Rate Contract for provisioning of procurement of Hardware and Software components for RailTel Customer shall be valid for a period of 5 years from the date of Go-Live. The Rate Contract (RC) awarded under present Tender Enquiry will be in the nature of a Standing Offer. The Supply Order may be placed from time to time against the RC. SITEG does not give any guarantee of minimum purchase under the present RC.
- 10.4. The prices charged for the each equipment will be same till the completion of Contract signed by the successful bidder.
- 10.5. The successful bidder(s) shall furnish the following certificate to the SITEG along with each bill for payment made against the Contract: “I/We certify that there has been no reduction in sale price of the service/ equipment of Description identical to the equipment supplied to the SITEG under the contract herein and such service/ equipment have not been offered/sold by me/us to any person(s)/organization(s) including the purchaser or any Department of Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government anywhere in the State of Himachal Pradesh as the case may be up to the date of the bill/the date of completion of supplies against all supply orders placed during the currency of the Contract at a price lower than the price charged to the SITEG under the Contract.”
- 10.6. The Bidder has to give an undertaking that the rates offered by them are lowest anywhere in the State of Himachal Pradesh.
- 10.7. Validity of this contract is for a period of 5 years after Go-Live. No upward revision will be permitted in rates during the validity period of the contract. However, the specifications, model can improve further.
- 10.8. The successful bidder shall not be allowed to provide hardware/ software different from what was proposed in the bidder's BOM at the time of proposal submission. However, if for reasons beyond the control of the bidder, the same is untenable during the project term, the successful bidder may provide alternate hardware/ software, provided the hardware or software meets/ better than all RFP requirements, without any cost escalation subject to following restrictions:
 - a) OEM shall remain the same;
 - b) Product should meet all functionalities listed in the RFP.
 - c) OEM must provide a representation that the new product is an upgraded or newer version of the proposed product.

- 10.9. Change in OEM, if inevitable (such as Company closure, OEM is no longer in market with the similar product, better product available in the market etc.), may be allowed with approval of SITEG.

11. Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of 180 days from the date of issue of PO by RCIL's Customer. The prices in the bid document to be expressed in INR only.

12. 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 bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

13. Security Deposit / Performance Bank Guarantee (PBG)

- 13.1. Successful bidder has to furnish security deposit in the form of Performance Bank guarantee @ 03 % of issued PO/ LOA value, the same should be submitted within 30 days of issue of LOA/PO, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. This PBG should be from a Scheduled Bank and should cover warranty period plus three months for lodging the claim. The claim period of PBG shall be 1 year beyond PBG validity period. The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.
- 13.2. The Performa for PBG is given in Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately.
- 13.3. The security deposit/PBG shall be submitted to Corporate Office & will bear no interest.
- 13.4. 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's 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.
- 13.5. The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract, duly adjusting any dues recoverable from the successful tenderer. Security Deposit in the form of DD/Pay Order should be submitted in the favour of "RailTel Corporation of India Limited" payable at New Delhi Only.
- 13.6. Any performance security upto a value of Rs. 5 Lakhs is to be submitted through DD/Pay order / online transfer only.
- 13.7. **In case bidder doesn't meet timelines as per EOI, their PBG will be forfeited and bidder will be**

blacklisted by RailTel for atleast 3 years.

14. Bid Earnest Money (EMD)

- 14.1. The tenderer shall furnish a sum as given in EOI Notice as Earnest Money in the form of Demand Draft from any scheduled bank in India in favour of “RailTel Corporation of India Limited” payable at Delhi which should remain valid for 45 days beyond the bid opening date.
- 14.2. The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Letter of Acceptance (LOA) and fails to furnish performance bank guarantee (security deposit) in accordance with clause 6.
- 14.3. Offers not accompanied with valid Earnest Money shall be summarily rejected.
- 14.4. Earnest Money of the unsuccessful bidder will be discharged / returned as promptly as possible but not later than 30 days after the expiry of the period of offer / bid validity prescribed by the Purchaser.
- 14.5. The successful bidder’s EMD will be discharged after the first payment to selected bidder and after deduction of Security deposit amount as per clause 15.
- 14.6. Earnest Money will bear no interest.
- 14.7. For Micro and Small Enterprises (MSEs)
 - 14.7.1. Certain benefits/preferential treatment shall be extended to the registered MSEs as per guidelines issued in the latest notification of Ministry of MSME/ Government of India.
 - 14.7.2. MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME.
 - 14.7.3. The MSEs must also indicate the terminal validity date of their registration
 - 14.7.4. Failing 13.7.2 and 13.7.3 above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.

15. Deadline for Submission of Bids

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

16. Late Bids

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

17. Modification and/or Withdrawal of Bids

Bids once submitted will be treated as final and no modification will be permitted. No correspondence in this regard will be entertained. No bidder shall be allowed to withdraw the bid after the deadline for submission of bids. In case of the successful bidder, he will not be allowed to withdraw or back out from the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed.

18. Details of Financial bid

- 17.1 The financial bid should clearly bring out the cost of the work with detailed break-up of taxes.
- 17.2 The financial bid must be submitted as per Proforma under clause No. 29 “Annexure A – Cover Letter and Schedule of Rates”

19. Clarification of Bids

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

20. Variation in Contract

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

21. Duration of the Contract Period

The contract duration shall be same as of HP-SDCs contract duration with RailTel until otherwise terminated earlier. Indicative contract duration is 03 years, unless otherwise terminated earlier, as mentioned in this EOI document and subject to successful participation of RailTel in the pertinent HP-SDC’s RFP. The contract duration can be renewed / extended by RailTel at its discern, in case HP-SDC extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by HP-SDC to RailTel.

22. Restrictions on ‘Transfer of Agreement’

The SELECTED FIRM shall not assign or transfer its right in any manner whatsoever under the contract / agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the contract / agreement to any third party either in whole or in any part i.e. no sub-contracting / partnership / third party interest shall be created.

23. Power of Attorney

Interested bidder is required to submit “Power of attorney” for authorisi

24. Bidder’s Information

Company Name:	
Type of RCIL Business Partner	

Status of Applicant (Partnership, Company etc.)	
Number of Years of Experience	
Number of office locations in India (Provide details)	
Number of office locations globally (Provide details)	
Number of employees in India and global	
Total revenue from sales in India (for last 3 financial years)	FY (2018-19):
	FY (2019-20):
	FY (2020-21):

CONTACT DETAILS:			
First Name		Last Name	
Designation			
Address for correspondence			
Contact Number (Office Landline)			
Mobile Number			
Official Email ID			
GSTN No			
PAN No			
Bank Account No			
IFSC Code			
Registered Address of Company			

25. Format for statement of Deviation

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

SN	CLAUSE	DEVIATION	REMARKS (Including Justification)

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Note: In case of no deviation, bidder shall fill up above format with NIL deviation and submit along with Bid document.

26. Schedule of Rates (SOR)

SN	Item	Schedule	TOTAL PRICE (Rs.) [including All Taxes out of pocket expenses and other charges etc)]
Cost of new Equipment/ Products	New equipment/Products (Please give details in the A0 schedule defined in the RFP)	A0	
	Cost of any other items	A01 (Create schedule if needed)	
	Total new Equipment/Products Cost = Schedule (A0+A01)		
O&M Cost for 5 years	AMC & Warranty -Active and Passive, Non IT Components at HPSDC	A	
	Total O&M Cost for 5 years =Schedule (A)		
TOTAL PROJECT COST (in INR) = Total new Equipment/Products Cost + Total O&M Cost for 5 years			
(Gross Bid Value = Total new Equipment/Products Cost + Total O&M Cost for 5 years) in Words Rs.			

Schedule A0

i. Capital Cost Table- Schedule A0 a. Hardware (For Expansion BoM)

SN	Description	Qty	Make & Model	Unit Rate (INR)	Total Amount (INR) (A)	Tax (INR) (B)	Total (INR) (A+B)
4.	New Equipment 1						=x1

5.	New Equipment 2						=x2
6.						
7.	New equipment n						=xn
	Total Cost for new equipment at HPSDC						E1=Σ (xn1)

b. Software Item (For Expansion BoM)

SN	Description	Qty	Make & Model	Unit Rate (INR)	Total Amount (INR) (A)	Tax (INR) (B)	Total (INR) (A+B)
4.	New Software 1						=x1
5.	New Software 2						=x2
6.						
7.	New Software n						=xn
	Total Cost for new Software at HPSDC						E2=Σ (xn1)

c. Hardware (For Replacement of Existing items that will become EOS during the contract)

SN	Description	Qty	Make & Model	Unit Rate (INR)	Total Amount (INR) (A)	Tax (INR) (B)	Total (INR) (A+B)
4.	New Equipment 1						=x1
5.	New Equipment 2						=x2
6.						
7.	New Equipment n						=xn
	Total Cost for new Equipment at						E2=Σ (xn1)

	HPSDC						
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d. Software Item (For Replacement of Existing items that will become EOS during the contract)

SN	Description	Qty	Make & Model	Unit Rate (INR)	Total Amount (INR) (A)	Tax (INR) (B)	Total (INR) (A+B)
4.	New Software 1						=x1
5.	New Software 2						=x2
6.						
7.	New Software n						=xn
	Total Cost for new Software at HPSDC						E2=Σ (xn1)

e. Add on Items (Scalability BOM)

SN	Description	Qty	Make & Model	Unit Rate (INR)	Total Amount (INR) (A)	Tax (INR) (B)	Total (INR) (A+B)
4.	New item 1						=x1
5.	New item 2						=x2
6.						
7.	New item n						=xn
	Total Cost for Add on items						E2=Σ (xn1)

ii. Operational cost (O&M) Table – Schedule A

- a. Operational Cost for all Hardware, Software and Non IT Equipment** Note: bidders are required to enter separate line item for each Component mentioned in Expansion BoM as well as Existing BoM.

No	Item	Description	Annual Rate (A)	Annual Tax (B)	Total Annual Rate $C=(A+ B)$	Total AMC cost for 5 years $(=C*5)$
IT Hardware						
1.	Hardware Item 1					
2.	Hardware Item 2					
3.					
4.	Hardware Item n					
IT Software						
5.	Software Item 1					
6.	Software Item 2					
7.					
8.	Software Item n					
Non IT						
9.	Non IT Item 1					
10.	Non IT Item 2					
11.					

12.	Non IT Item n					
OPEX (in INR) – Total Cost (incl. Support, Maintenance & Operations)						

Summary
Total AMC & Warranty (in INR) =
Total Cost for AMC & Warranty for entire Five Years i.e. Total AMC & Warranty in Words

b. Operational Cost of Add on Items (Scalability BOM)

S. No	Item	Description	Annual Rate (A)	Annual Tax (B)	Total Annual Rate C=(A+ B)	Total AMC cost for 5 years (=C*5)
1.	Item 1					
2.	Item 2					
3.					
4.	Item n					
OPEX (in INR) – Total Cost (incl. Support, Maintenance & Operations)						

Note:

- It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/ or payable under the relevant column in the schedules. State shall take into account all Taxes, Duties & Levies for

the purpose of Evaluation.

- If there is a change in Taxes or other governmental levies affecting HPSDC Operator as an importer or its OEM then the same will be passed on to the Purchaser. For this purpose, Supplier shall give detailed break-up of various duties, taxes and levies to the Purchaser.
- *The bidder will ensure that prices/cost for all the software licenses discovered during the bid process will be valid for entire period of contract and without any additional Operational & Maintenance Charges for the same.*
- *Licenses procured are perpetual in nature but support should be for 5 years.*
- Server/ Network Racks required for EMS, other management solutions, Network would be brought by DCO along with its solution without any additional cost to the SITEG
- The quantities mentioned in the BoM are indicative and may change at the time of Order placement.
- Any changes in the layout which results leading to the changes in quantity and price will be borne by the DCO.
- The bidder will ensure that prices/cost for all the software licenses discovered during the bid process will be valid for entire period of contract.
- Additional licenses (if required) would be procured as per the same commercial or as mutually agreed between SITEG and bidder
- All components/Licenses purchase from the selected bidder under HPSDC project from the day one shall be with the name of Client.
- This Operational Support per year shall be for the entire components / items / infrastructure of SDC under the RFP / Contract including the Support personnel deployed for the project. Bidder should ensure that Manpower resources required for Operations and Maintenance of HP SDC project should comply as per the RFP. In case there are changes in technology, (such as addition or Up-gradation of Hardware, Software, Tools, equipments, active or passive) DCO needs to provide the resources with suitable technical competencies in line with project requirements without any additional charges as and when required.

Please note: Operational expenses during operation phase (such as Electricity, Diesel consumption {by DG-Set}, etc) will be paid by the Client to DCO as per the actual usage/ consumption as per the prevailing market price. DCO shall integrate the energy meter (for electricity) as well as diesel consumption reading of DG Set with the BMS infrastructure for ensuring automatic information update regarding actual consumption/usage. DCO shall have to pay directly the electricity bills of HP SDC to the electricity department and the diesel vendor for diesel. However the Client shall reimburse based on the information available on the BMS infrastructure to the DCO. Moreover the other cost associated with DG Set running shall be born by the bidder itself.

27. Payment Terms:

- 27.1. All payment terms shall be in accordance with agreement between RailTel and Customer. RailTel will make payment to selected firm on submission of Tax invoice.
- 27.2. All payments shall be on back to back basis i.e milestone payment to selected bidder shall be made after receiving payment from Customer.
- 27.3. In case of any penalty or deduction from Customer, same shall be passed on to selected bidder on proportionate basis.
- 27.4. Indicative payment schedule as provided in Clause number 7.23 of Customer's RFP document.

28. Terms and Condition

1. All terms and conditions including legal clauses provided in Customer RFP document are applicable for this EOI also. Hence interested bidder should read all terms and conditions in Customer's RFP document.
2. Bidders are requested to offer their best prices.
3. Unless otherwise specified all prices offered must remain firm except for statutory variation in taxes and duties during contractual delivery period. Any increase in taxes and duties after expiry of the delivery period will be to vendor account.
4. Offers should preferably be typewritten and any correction or over- writing should be initialed. Rates to be indicated both in words and figures.
5. Sealed offers in envelope super scribing tender enquiry number and due date of opening must be sent by Registered or Speed Post or to be dropped in the Tender Box specified for the purpose. Offers received after specified date and time are liable to be rejected.
6. Offers should be valid for a minimum period of 180 days from the date of issuance of PO from RCIL.
7. Printed conditions on the back side of the offers will be ignored.
8. Any increase in taxes and duties after expiry of the delivery period will be to supplier's account. This will be without prejudice to the rights of RCIL for any other action including termination.
9. In case of any dispute or difference arising out of the contract which cannot be resolved mutually between RCIL and vendor, it shall be referred to a Sole Arbitrator to be appointed by the CMD, RCIL.
10. The Arbitration and Conciliation Act, 1996 and rules made there under shall apply to the Arbitration Proceedings.
11. The contract shall be governed by and construed according to the laws in force in India and subject to exclusive jurisdiction of the Courts of Delhi only.
12. RCIL may place the order in full or partial manner based on customer requirement.

29. Format for COVERING LETTER (Annexure-I)

COVERING LETTER (To be on company letter head)

EoI Reference No: **RCIL/EOI/CO/ITP/2022-23/ IT services to RCIL Customer/09 dated 07.10.2022**

Date:

To,

DGM/IT
RailTel Corporation of India Ltd.
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar,
New Delhi 110023

Dear Sir,

SUB: Participation in the EoI Process

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

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

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

Authorized Signatory

Name

Designation

Contact Details

30. Annexure 2: Format for Self-Certificate & Undertaking

Self-Certificate (To be on company letter head)

Eol Reference No:

Date:

To,

RailTel Corporation of India Ltd.
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023Dear

Sir,

Sub: Self Certificate for Tender, Technical & other compliances

- 1) Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
- 2) We_____agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected BA after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected BA fails to execute assigned portionof work, then the same shall be executed by RailTel through third party or departmentally at the riskand cost of selected BA.
- 3) We agree to abide by all the technical, commercial & financial conditions of the end customer's RFPfor the agreed scope of work for which this EOI is submitted.
- 4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end to end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required inthe end Customer Organization tender in favour of RailTel against the proposed products.
- 5) We hereby certify that any services, equipment and materials to be supplied are produced in eligiblesource country complying with Customer RFP DIT-F07/16/2020-IT SECTION-E79931-GoHP issued by HP government.
- 6) We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP terms and conditions like technical certificates, OEM compliancedocuments.
- 7) We understand and agree that RailTel is intending to select a BA who is willing to accept all terms &conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of

work where RailTel has competence.

- 8) We hereby agree to submit that in case of being selected by RailTel as BA for the proposed project(for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.

Authorized Signatory

Name & Designation

31. Proforma for Performance Bank Guarantee Bond

Form No. 1

PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND
(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, having its registered office at Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 having agreed to exempt(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Purchase Order No.....dated.....made between.....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.
2. We, 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 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
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Tenderer(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 there under and the Contractor(s) / Tenderer(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 We shall be discharged from all liability under this Guarantee thereafter.
5. 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

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

(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.

..... the day of 2021

for
(indicate the name of the Bank)

Witness

1. Signature Name
2. Signature Name

***** End of Document *****

