

RCIL/Finance/New/03
RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)
143 Sector 44, Institutional Area
Gurgaon, Haryana - 122003

EOI No. RCIL/Finance/New/03 for
Empanelment of Chartered Accountant/ Cost Accountant Firms to undertake work of Internal
Audit/Taxation Matter/Accounting Matter for its Corporate Office at Gurgaon and its Regional
offices at Mumbai, Kolkata, Hyderabad and New Delhi.

Due for opening on 16/08/2016 at 16.00 hrs

EOI Copy No. _____

Sold to _____

Contents

TABLE OF CONTENTS

Section	Particulars	Page No.
1	Preamble	4
2	Background of Railtel	5
3	Scope of work	8
4	Eligibility Criteria	10
5	Bidding Process	11
6	Bid Composition	11
7	Earnest Money Deposit (EMD) and EOI Fee	12
8	Forfeiture of Earnest Money Deposit/Security Deposit	12
9	Last date for bid submission	12
10	Opening of Bids	13
11	Bid validity	14
12	Evaluation of bids	14
13	Signing of contract and Award of Contract (Empanelment)	14
14	Termination for Insolvency, Dissolution etc.	15
15	Change of Name of the Firm	15
16	Termination for Convenience	15
17	No Claim Certificate	15
18	Suspension	16
19	Confidentiality	16
20	Security	16
21	Termination for Insolvency & Default	16
22	Review of progress of allotted work	17
23	Payment Terms	18
24	General Terms and Conditions	18
25	Force Majeure	19
26	Arbitration and Jurisdiction	19
27	Applicable Law	19
Annexure		
A	Credential Bid form	20
B	Payment details	21
C	Criteria for Credential evaluation	22
D	Performance Bank Guarantee form	23
E	Offer letter	25
F	Clause wise Compliance of each of the eligibility condition	26

RailTel Corporation of India Ltd.
Plot No.-143, Sector 44,
Institutional Area, Opposite to Gold Souk,
Gurgaon, Haryana 122003

Open EOI Notice No. EOI No. RCIL/Finance/New/03-Empanelment of Consultants

RailTel Corporation of India Ltd. (RailTel) invites expression of interest in sealed covers, from reputed firms of Chartered Accountants or Cost Accountants for Empanelment of Chartered Accountant/ Cost Accountant Firms to undertake work of Internal Audit/Taxation Matter/Accounting Matter for its Corporate Office at Gurgaon and its Regional offices at Mumbai, Kolkata, Hyderabad and New Delhi.

The details are as under: -

a)	Sale of EOI Documents	25/07/2016
b)	Downloading of EOI Documents from RailTel's website	25/07/2016
c)	Closing of sale of EOI Documents	16/08/2016 (12:00 PM)
d)	Submission of EOI documents	16/08/2016 (3:30 PM)
e)	Opening of EOI documents	16/08/2016 (4:00 PM)
f)	Earnest Money (EMD)	Rs. 1,00,000/-
g)	Cost of EOI Document	Rs. 5,000/- + VAT 13.125% total Rs 5,656/-
The Bank Draft will be in favour of RailTel Corporation of India Limited., New Delhi.		

EOI Notice and EOI Document are also available at RailTel's website: www.railtelindia.com. Bidder can submit offer on the EOI document downloaded from this website. In case EOI Document is down loaded from website, an amount of Rs. 5,656/- (Rs. 5000/- 13.125% VAT) in the form of DD shall be paid by bidder while submitting the offer. Any Corrigendum/Modification will be issued only on company website.

All pages of original tender document and corrigendum's, if any, duly signed by the tenderer should be submitted along with offer.

Section-1: Preamble

NAME OF WORK: Empanelment of consultants.

1. SCOPE OF WORK:

1.1 The empanelled bidders would be expected to provide consultants to the ongoing/new projects and other activities mentioned in section of 3 of this RFP. Such support would be for a definite period and will not amount to any kind of employment obligation on the part of RailTel.

1.2 Ten bidders will be empanelled for the indicative list of jobs defined in the section of 3 of this EOI. The empanelment will be initially for a period of two years, which can be extended through mutual consent for a further period of one year.

2. CLARIFICATION REQUESTS :

It is solicited that the written queries/ clarifications be sent to the RailTel's office as per date and time mentioned in EOI notice.

Prospective bidders are required to direct all communications related to this RFP, through the Nominated Point of Contact persons:

Contact : Rahul Agarwal
Position : Dy. Gen Mgr./Finance
Email : carahul@railtelindia.com

In case of difficulties-

Contact : P K Masson
Position : Joint General Manager (Fin)
Email : masson@railtelindia.com

Section 2: Background of RailTel

2.0 Background

RailTel Corporation of India Limited (RailTel) 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 nation wide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to significantly contribute to realization of goals and objective of national telecom policy 1999.

RailTel has built Telecom network using SDH/DWDM based transmission systems and high end MPLS-IP routers. RailTel has extensive expertise in building telecom networks. Moreover, RailTel draws its manpower from signal and telecom branch of Indian Railway which has been in the business of construction, operation and maintenance of telecom systems for more than 50 years.

2.1 Network Infrastructure

Indian Railways have seamless Right of Way along **63000 KM** of Railway Track passing through **7000** stations across the country. The stations in major cities are located in central business districts. With the formation of Corporation, about **44,279 KM** of OFC has been commissioned by RailTel thus connecting about **4200** stations across India.

RailTel has followed a layered approach in designing its network for efficient utilization and management of its network. Accordingly, RailTel has created three layers viz. Access Layer, Edge Layer & Backbone layer. Access layer provides minimum of STM-1 bandwidth at stations normally spaced at every 8-10 Kms. The traffic from access layer is aggregated on to the edge layer having STM-16 connectivity which is available in important locations at approx every 50 Kms. While the traffic from edge layer is finally aggregated on to the backbone layer with DWDM/STM-16 available in important cities/towns.

2.2 Backbone Network

RailTel has built state of the art backbone network using latest SDH & DWDM technology. More than 400 important cities covering over 30,000 RKM across the country are connected on backbone network with multiple STM-16 (2.5 Gbps) connectivity presently. RailTel has also implemented DWDM network over 10000 RKM.

The complete network is managed by centralized network management system (NMS) located at New Delhi with back up at Secunderabad / Kolkata.

2.3 Licenses & Services

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

2.4 CARRIER SERVICES

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

2.5 ENTERPRISE SERVICES

- **Managed Lease Line Services:** Available for granularities from E1, DS-3, STM-1 & above
- **MPLS VPN:** Layer-2 & Layer-3 VPN available for granularities from 64 Kbps to nx64 Kbps, 2 Mbps & above
- **Dedicated Internet Bandwidth:** Experience the “Always ON” internet connectivity at your fingertips

2.5.1 RETAIL SERVICES

- **RailWire:** Broadband Connections to home users.

2.6 Organizational Structure

Corporate Office of RailTel is based out of Gurgaon where head of the organization i.e Chairman and Managing Director sits. He is assisted by dedicated Directors for Finance, Projects Operation & Management (POM) and Network Planning & Marketing (NPM). These directors in turn are assisted by respective General Managers each having their own dedicated team.

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, & Bhubneshwar in East, Chandigarh, Jaipur, Lucknow in North, Chennai, Ernakulam & Bangalore in South, Bhopal, Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

Director⁶ (Finance) is the overall head of finance and accounts team of the company. He is assisted by GM/Finance at CO and a team of other managers including professionals. Similarly finance and accounts functions of the regions are looked after by DGM/F's. They are also assisted

by a team of managers including professionals. Accounts records are maintained at Regional Offices at Kolkata, New Delhi, Secunderabad and Mumbai with coordination at Corporate Office, Gurgaon.

2.7 Financial Performance

The total revenue receipts (audited) of RailTel in FY 2015-16 is Rs. 641.55 Crores with net profit of Rs. 103.83 Crores.

Particulars	Corporate office Gurgaon	Delhi	Mumbai	Kolkata	Hyderabad	Total
Turnover Rs in Lakhs	6693	21889	11204	9900	14469	64155
Gross Block of Fixed Assets Rs in Lakhs	7900	33847	30730	29103	41521	143101
Share Capital issued to Ministry of Railways	321 Crore					321
Approximate No of Vouchers (Per Year)	6564	9733	12078	18073	15538	61986

Bidders are requested to also please go through Annual Report of year 2015-16 along with the previous year's Financial Reports as available on www.railtelindia.com. (The same may be made available on request from this office)

1. The empanelment will be initially for a period of two years, which can be extended through mutual consent for a further period of one year and will not amount to any kind of employment obligation on the part of RailTel.
 - 1.1. Ten bidders will be empanelled for providing consultancy/professional support for the indicative list of jobs defined in the Scope of Work.
 - 1.2. The EOI document can be downloaded from RailTel's website <http://www.railtelindia.com>. The bids are to be submitted as per procedure given in this document.
 - 1.3. The jobs to the empanelled bidders shall be assigned in two ways. Where the need of consultant(s) is distinctly identifiable, the consultant(s) will be hired on the discretion of the Company. Otherwise in majority of the cases financial bids will be invited from the empanelled bidders against a clearly defined scope of work. The bidder quoting the least value will be assigned the job.

Section 3: Scope of Work

3.1 An indicative list of professional work for which the empanelled bidders would be expected to perform for Corporate Office and Regional offices in Delhi, Mumbai, Kolkata, Hyderabad and other places in India as and when required.

A. Internal Audit of the Company i.e each Regional Office and Corporate Office.

B. Preparation of Annual accounts of the company as per the Ind AS as notified by ICAI.

C. Direct taxes Matters

- 1) In respect of Income Tax, TDS, (wherever applicable), appearance as & when required review/preparation and filing of written statement before the Assessing Officer for the purpose of assessment etc.
- 2) In connection with Income Tax, review of AO's order to identify the issues requiring rectification or filing of appeal, and filing & follow up thereof.
- 3) Vetting of draft return and computation, analysis of tax reliefs available to the Company and filing of Income Tax Return of the Company.
- 4) TDS Return of all the four Regional Offices and Corporate Office of the company
- 5) Vetting of Advance Tax payment calculation.
- 6) Handling show cause/re-assessment/penalty proceeding/stay and other notices i.e. all work up to Assessing Officer's level.
- 7) Advice/opinion on direct tax matters.
- 8) Getting Income tax Refund of the Company.
- 9) Appeal before CIT (A) or revision by CIT under section 263 or 264 of Income-tax Act
 - i. Analyzing the order of AO for the disallowances made by him.
 - ii. Preparation of Grounds of Appeal and statement of facts for appealing before CIT (A).
 - iii. Submissions of the appeal documents.
 - iv. Representing the Company before CIT (A).
 - v. Pursuing the order of CIT (A) for:-
 - i. Giving effect to the appeal documents.
 - ii. Filing of rectification application u/s 154 of I. T. Act for the errors apparent from the order of CIT(A)

Appeal before the Income-tax Appellate Tribunal (ITAT)

- i. Analyze the order of CIT (A) for the addition ordered by him.
- ii. Preparation of Grounds of Appeal for filing appeal before ITAT.
- 8 iii. Submission of appeal document.
- iv. Representation before ITAT.
- v. Pursuing the order of ITAT for:-

- vi. Giving effect to orders of ITAT.
- vii. Filing of any rectification application u/s 154 of I. T. Act for the errors apparent from the order of ITAT.

D. Indirect Tax:

(a) Service Tax :

- i. Vetting of monthly service tax payment.
- ii. Preparation & filing of Half Yearly Return of Service Tax.
- iii. Vetting of CENVAT Credit availed and utilization thereof by Regional Offices.
- iv. Appearance as & when required and review/preparation & filing of written submission before the Service Tax Assessing Officer for the purpose of assessment etc.
- v. Attendance in office at the time of audit by department.
- vi. Filing of application for new Registration number or amendment in the existing registration.
- vii. Furnishing opinion on any item related to Service Tax.
- viii. Handling show cause/re-assessment/penalty proceeding/stay and other notices before Service Tax Authorities.

(b) Sales Tax/VAT/CST/GST:

- i. Filing of VAT/CST/WCT/GST returns of the Company, in all the States on a monthly basis. Getting registration of all unregistered offices of the company.
- ii. Deposit of taxes due before various authorities in different States as per requirement in the Act.
- iii. Ensuring issuance of Form C and handing over of the same to RailTel.
- iv. Appearance as & when required and review/preparation & filing of written submission before the Sales Tax officer of states for the purpose of assessment etc. Attendance in the office at the time of audit by department.
- v. Handling show cause/re-assessment/penalty proceeding/stay and other notices i.e. all work at and up to the level of assessment officer.

(c) GST Implementation

E. Training to Employee:

- i. Time to time training to all the employees on tax and accounting matters

F. Any other work as required from time to time.

3.2 From the above related matters work may be assigned to any one of the empaneled bidder based on separate quotation to be called against clearly defined scope of work.

.3 Bidder's employee deployed on a job will use their own infrastructure when working from RailTel premises. The user's responsibility will be restricted to provide work space and environment for the consultants' work related to the assigned job.

3.4 For each of the work quotation will be called from' all the empaneled bidder.

Section 4: Eligibility Criteria

Mandatory Eligibility Conditions for participation in EOI are as below. Bidder must satisfy all these condition, before participation in the EOI.

S.No	Eligibility Condition
1	The firm along with associates firms (Max of Two) must have office in Delhi/ NCR, Kolkata, Mumbai, and Hyderabad
2	The firm along with associates firms (Max of Two) must have strength of minimum five full time partners and additional twenty full time qualified CA/CMA(or Partner)
3	The firm along with associates firms (Max of Two) must have knowledge of Oracle based ERP/Accounts in any company
4	Firm/associates firms (Max of Two) or any partner of the firm/associates firms should not be banned/ black listed by any Government organization or PSU in respect of any assignment/job/behavior during last 5 years (Self attested affidavit on stamp paper of Rs. 100 to be given in this regard by the authorized representative/partner of the firm).

Recommendatory Eligibility Conditions for participation in EOI are as below. Bidder will have additional marks for all these conditions.

1	The firm along with Associates firms (Max of Two) should be Statutory/Internal Auditor of any of the two government companies having turnover of more than 250 Crore p.a. (excluding Banks and cooperative society) in any one of five years
2	The firm along with associates firms (Max of Two) should have experience of handling Taxation with experience of handling Income Tax and Service Tax of any two Companies having turnover of Rs. 250 Cr. handling assessment, CIT(A) and ITAT cases in case of Income Tax and before Comm. (Service tax) and CESTAT in case of Service Tax.
3	The firm along with associates firms (Max of Two) should be auditor of two listed companies in India in any one of last five years
4	The firm along with associates firms (Max of Two) should have experience of working with one Telecom sector or Company (Any Telecom operator having UASL, NLD, ISP, IP License) in any one of last five financial years
5	Turnover criterion as per page no. 22

Note: The firm shall be considered as associate firm only where lead bidder signs an consortium agreement with their associates or have a consent letter from their associate. Number of Associates firms should be maximum of two.

The bids consisting of documents in support of the above criteria and those required as per Annexure- A to F should be submitted as a spiral bound document properly page numbered and indexed.

Section 5: Bidding Process

- a. Bidders are advised to study the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms, and requirement specifications in the EOI document with full understanding of its implications. Bids not complying with all the given clauses in this EOI document are liable to be rejected. Failure to furnish all information required in the EOI Document or submission of a bid not substantially responsive to the EOI document in all respects will be at the bidder's risk and may result in the rejection of the bid.
- b. All the bids must be valid for a period of 180 days from the date of EOI opening for placing the empanelment information. If necessary, RailTel will seek extension in the bid validity period beyond 180 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.

Section-6: Bid Composition

- a) The bid shall be submitted as follows, all the envelopes shall be addressed to:

Rahul Agarwal
Dy. Gen. Mgr/Finance
RailTel Corporation of India Ltd.
(A Govt. of India Undertaking, Ministry of Railways)
Plot No. 143, Industrial Area, Sctor-44, Gurgaon - 122003

- b) Inner covers shall contain:

EMD and EOI Fee: The envelope shall contain a composite draft of Rupees 1,05,656/- (Rs. One lakh Five Thousand Six Hundred Fifty Six only) drawn from a scheduled commercial bank in favour of RailTel Corporation of India Limited, New Delhi. The envelope shall be sealed and superscripted "EMD and EOI Fee – RailTel EOI for empanelment of Consultants.

Credential Bid: Documents as per the eligibility criteria and Credential Bid shall be submitted in this envelope. The envelope shall be sealed and superscripted "Credential Bid – RailTel EOI for empanelment of consultant. The document should be spiral bound with serial no and with no loose sheets.

Each page should be numbered and conformance to the eligibility criteria/ Credential bid should be indicated using an index page.

The above two envelopes shall be placed in an outer cover superscripted "RAILTEL EOI

for empanelment of Consultants. The outer cover shall be submitted RailTel well before the due date and time for consideration of the bid.

Section-7: Earnest Money Deposit (EMD) and EOI Fee

- a. The Bidders shall furnish a composite demand draft/bankers cheque, of Rs. 1,05,656/- from a scheduled commercial bank, drawn in favor of RAILTEL payable at New Delhi. EOI fee is non-refundable.
- b. The EMD of unsuccessful bidders shall be returned without interest after finalization of the EOI. EMD of the successful bidders shall be returned without any interest, on receipt of Bank Guarantee (BG) of equal amount in the form of Security Deposit valid for the period of empanelment / extended empanelment. In case RailTel assigns jobs to the empanelled bidders just before the end of the empanelment, the BG shall be extended for the period of one more year or till the satisfactory job completion, whichever is earlier. The BG shall be released after satisfactory job completion or expiry of empanelment, whichever is later.

Section-8: Forfeiture of Earnest Money Deposit/Security Deposit

The Earnest Money Deposit can be forfeited if a Bidder

- Withdraws its bid during the period of bid validity.
- Does not accept the correction of errors.
- In case of the successful Bidder fails to sign the contract within the stipulated time.

Section-9: Last date for bid submission

- a. Bids, complete in all respects, must be submitted to this office by the due date and time. In the event of the specified date for the submission of Bids being declared a holiday, the Bids can be submitted up to the appointed time on the next working day for which RailTel will make necessary provisions.
- b. RailTel may, at its own discretion, extend the date for bid submission. In such a case all rights and obligations of RailTel and the Bidders shall be applicable to the extended time frame.
- c. Any bid received by RailTel after the prescribed deadline for submission of bids will be summarily rejected and returned unopened to the Bidder. RAILTEL shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.
- d. The bids submitted by telex/telegram/fax/Email or any manner other than specified above will not be considered. No correspondence will be entertained on this matter.
- e. At any time prior to the last date for receipt of bids, RailTel, may, for any reason, whether at its own initiative or in response to a clarification requested by a

prospective bidder, modify the EOI Document by an amendment. The amendment will be notified on RailTel's website www.railtelindia.com and should be taken into consideration by the prospective bidders while preparing their bids.

- f. In order to give prospective bidders reasonable time to take the amendment into account in preparing their bids, RailTel may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in forfeiture of Bidder's EMD.
- g. The bidders will bear all costs associated with the preparation and submission of their bids. RailTel will, in no case, be responsible or liable for those costs, regardless of the outcome of the EOlting process.
- h. Printed terms and conditions of the bidders, will not be considered as forming part of their bid. In case terms and conditions of the contract applicable to the Invitation of bid are not acceptable to any bidder, they should clearly specify the deviations in their bids.

Section-10: Opening of Bids

Opening of Bids

10.1 The bids will be opened in the presence of bidders' representatives (only one) who choose to attend the bid opening sessions on 16/08/2016 **at 4:00 PM**. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for RailTel, the Bids shall be opened at the same time and location on the next working day.

10.2 Opening - EMD and EOI Fee

Prior to opening the EMD & EOI fee, RailTel shall announce the names of bidders, who have given advance notice for modification to or withdrawal of their bids from the tendering process well before the deadline for the submission of bids. Bid envelopes, of the bidders who wish to withdraw from the tendering process, shall be returned to their representatives, if present or sent by post unopened to their addresses. Subsequent to this, the EMD & EOI Fee envelope will be opened. Bids not accompanied with the requisite EMD and EOI fee shall be returned/posted back to the bidders.

10.3 Opening of - Credential Bid

Credential bid (and credential bid modifications, if any) envelope of only those bidders, whose EMD and EOI fee are in order, shall be opened in the same session. The bids will then be passed on to a duly constituted Credential Evaluation Committee (CEC) for evaluation.

Section-11: Bid Validity

All the bids must be valid for a period of 180 days from the date of EOI opening for placing the initial order. Financial bid shall be asked from the the empaneled bidder subsequently and rates quoted. No request will be considered for price revision during the empanelment (contract) period. If necessary, RailTel will seek extension in the bid validity period beyond 180 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.

Section-12: Evaluation of bids

12.1

- a. When deemed necessary, RailTel may seek clarifications on any aspect of their bid from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the EOI submitted or price quoted. This would also not mean that their bid has been accepted.
- b. Any effort by a bidder to influence RailTel's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid and forfeiture of the bidder's EMD.
- c. RailTel reserves the right to accept any bid, and to cancel/abort the EOI process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or bidders and of any obligation to inform the affected bidders of the grounds for RAILTEL's action and without assigning any reasons.

12.2 Credential Evaluation

The credential bids will be evaluated by a duly constituted EOI committee. Bids, not satisfying the eligibility criteria will be rejected. The TC will then evaluate information submitted in Annexure-A as per EOI terms and work out marks obtained by each bidder on the basis of information submitted in Annexure- C. Top Ten bidder will only be considered qualified. On request from the TC, the bidders may have to submit additional information. The TC may call the eligible bidders for a presentation of the work handled by them. The time limit, in which the bidders' have to submit the additional information or present their work, will be decided by the TC and its decision will be final in this regard. Bidders failing to adhere to the specified time limit will be rejected.

- a. On written communication from RailTel for having qualified for empanelment the bidder will sign the contract (letter of empanelment) within 7 days of such communication. Failing which the offer will be treated as withdrawn and EMD forfeited. RailTel reserves the right to extend the offer to the next eligible bidder.
- b. RailTel will have a panel of Ten bidders for availing the services during the period of empanelment, which will be initially for two years. Depending on the work requirements, RailTel may extend the period of empanelment for additional one year through mutual consent. The empanelled bidders will have to renew/re-submit the security deposit for the extended period of empanelment.
- c. The bidders selected for empanelment will give security deposit of Rs. 1,00,000 (Rs. One Lac) in the form of Bank Guarantee from a scheduled commercial bank for the duration of the empanelment or extended period, if any, in favor of RailTel, New Delhi. On receipt of BG, EMD will be refunded without any interest.
- e. The conditions stipulated in the contract will be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the RailTel. In addition, RailTel will be free to forfeit the EMD/Security deposit and getting the assigned work done from alternate sources at the risk and cost of the defaulting bidder.
- f. For all the works as mentioned in Section 3, separate quotation will be invited from all the empaneled bidder, thereafter work will be awarded on L-1 basis.

Section-14:Termination for Insolvency, Dissolution etc

RailTel may at any time terminate the empanelment by giving written notice to the Bidder without any compensation if the empanelled bidder becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company/firm, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to RailTel.

Section-15: Change of Name of the Firm

During empanelment period if the bidder's name got changed due to acquisition, amalgamation etc., bidder must inform RailTel with all required documents within one month of its name change. RailTel will not entertain any name change requests during the bidding process. In this case the bid will be rejected straightaway.

Section-16:Termination for Convenience

RailTel reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination will specify that termination is for RailTel convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.

Section-17:No Claim Certificate

The empanelled bidder will not be entitled to make any claim, whatsoever, against RAILTEL under or by virtue of or arising out of this contract nor will RailTel entertain or consider any such claim for the jobs accepted post empanelment.

Section-18: Suspension

RailTel may by a written notice of suspension, suspend all payments to the empanelled bidder under the contract, if the empanelled bidder fails to perform any of its obligations under this contract provided that such notice of suspension:

- a. will specify the nature of the failure and
- b. will request the empanelled bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.

Section-19: Confidentiality

The empanelled Bidder and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of RailTel or its clients without the prior written consent of RAILTEL.

Section-20: SECURITY

- a. The agency or its deployed personnel, by virtue of working on RailTel, can't claim any rights on the work performed by them. RailTel will have absolute rights on the work assigned and performed by them. Neither any claims of the agency or its deployed professionals will be entertained on the deliverables.
- b. The agency will ensure that no information about the software, hardware, including Electronic form or otherwise, from the client side by the manpower posted by them.

Section-21: Termination for Insolvency & Default

21.1 Termination for Insolvency

RailTel may at any time terminate the work order / contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

21.2 Termination for Default

16

- a. Default is said to have occurred

- i. If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by RAILTEL.
 - ii. If the agency fails to perform any other obligation(s) under the contract / work order.
 - b. If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from RAILTEL (or takes longer period in spite of what RAILTEL may authorize in writing), RAILTEL may terminate the contract / work order in whole or in part. In addition to above, RAILTEL may at its discretion also take the following actions.
 - c. RAILTEL may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other agency and the defaulting agency will be liable to compensate RAILTEL for any extra expenditure involved towards support service to complete the scope of work totally.
- 21.3 Railtel has full right on all the document related to assignment carries out for RailTel. The same may be asked by Railtel at any time from the empaneled bidder and it will be the duty of empaneled bidder to return all such document to Railtel.

Section 22: Review of Progress of allotted work

22.1 Review of progress work

RailTel will monitor the progress of work very closely and will have the right to terminate the contract, in case of non-satisfaction or non-performance or for non completion of work within the stipulated time.

- a. Company will issue separate work order for each of the work as and when required.
- b. Empanelled firm will act as in an interface between RailTel and government department, if any.
- c. Supervise the progress of work until its full completion. Bidder will ensure that the assigned job is completed as per the schedules given in the work order.

22.2 Penalty for delays

Each of the work will have a definite date of completion. For any time slippages, the bidders can induct more resources at their cost to meet the time schedules. Delays on account of the Bidder will attract a penalty of 0.5% (point five percent) per day of 17the total value of work subject to maximum of 10% of the value of work for delay beyond 30 days. RailTel will be free to get the job done from an alternate source at the risk and cost of the defaulting bidder.

Section 23: Payment Terms

- a. For long term work, phase wise payments will be released as decided by the company at the time of awarding of work.
- b. The payments will be released against pre-receipted bills in the name of RailTel accompanied with necessary document. Payment will be made within 30 days of submission of completed documents.
- c. Service Tax/GST, as applicable, will be paid extra.
- d. The empanelled agencies will provide service all over India. No TA/DA is admissible to the deployed Resources. However, if a resource has to undertake a tour in the interest of the Company with the prior approval of the RailTel, the TA/DA as per RailTel rates will be applicable. TA/DA for Senior partner (as applicable to the General Manager), for other partner (Deputy General Manager), for Chartered Accountant employee (SeniorManager) and for other staff (Manager) in RailTel respectively will be reimbursed on production of original documents. Each work order will be considered a separate work. TA/DA shouldn't exceed 15% of the work order value.
- e. All payments will be made subject to TDS (Tax deduction at Source) as per the income- Tax Act, 1961 and other taxes if any as per Government of India rules.

Section 24: General Terms and Conditions

- a. The empanelled bidder will not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then RAILTEL will impose sanctions which will include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.
- b. RailTel may by written notice sent to the empanelled bidder; terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for RailTel's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. RailTel reserves the right to cancel the remaining part and pay to an agreed amount for partially completed Services.
- c. 18In the event of the bidder's company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with RailTel, should be passed on for compliance by the new company / new

division in the negotiation for their transfer.

- d. All panel bidders automatically agree with RailTel for honouring all aspects of fair trade practices in executing the work orders placed by RailTel.
- e. The bidder will be responsible for any damage to equipments, property and third party liabilities caused by acts on part of its deployed person at RailTel/User's premises.
- f. The staff deployed by the bidder will maintain office decorum. They will be courteous, polite and cooperative and able to resolve the users' problems
- g. Intellectual Property Rights: The empanelled Bidder will indemnify RailTel of any infringement of third party rights be they under the Patents Act.

Section 25: Force Majeure

Force majeure shall mean –

- War, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- rebellion, revolution, insurrection, or military or usurped power, or civil war,
- Ionising radiation, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Presume waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors and arising from the conduct of the Works.

Section 26: Arbitration and Jurisdiction

The parties through respective signatories shall settle any dispute or disagreement with respect to performance, non-performance or defective performance of respective obligation amicably. In the event of disputes remaining unresolved, the parties shall refer the matter to a single arbitrator under arbitration law that may be applicable, whose appointment shall be done by Chairman and Managing Director, RailTel Corporation of India Limited, 143, Sector 44 Gurgaon Haryana. The place of arbitration shall be Gurgaon and the language used shall be English.

Section 27: Applicable Law

The work orders will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. Any default in the terms¹⁹ and conditions of the EOI by the bidder will lead to rejection of bid/work order and forfeiture of EMD/Security Deposit.

Credential Bid Form

Annexure – A

To,
Sh. Rahul Agarwal
DGM (Finance)
RailTel Corporation of India Ltd.
143, Sector 44, Gurgaon (Haryana)

S.No	Item	Supporting Evidence
1	Details of offices in Delhi/ NCR, Kolkata, Mumbai, and Hyderabad	Attach documentary evidence
2	The firm along with associates firms (Max of Two) (Max of Two) must have strength of minimum five full time partners and additional twenty full time qualified CA/CMA(or Partner)	Attach documentary evidence
3	The firm along with associates firms (Max of Two) must have knowledge of Oracle based ERP/Accounts in any one of the company	Attach documentary evidence
4	The firm along with associates firms (Max of Two) should have experience of handling Taxation with experience of handling Income Tax/Service Tax of any two Companies having turnover of Rs. 250 Cr. handling assessment, CIT(A) and ITAT cases in case of Income Tax and before Comm. (Service tax) and CESTAT in case of Service Tax.	Attach documentary evidence
5	The firm along with associates firms (Max of Two) should be Statutory/Internal auditor of any of the two government companies having turnover of more than 250 Crore p.a. (excluding Banks and cooperate society) in any one of last five year	Attach documentary evidence
6	Details of Statutory/Internal audit with two listed companies in India in any one of last five year (NSE/BSE)	Attach documentary evidence
7	Details of experience of working with one Telecom sector or Company (Any Telecom operator having UASL, NLD, ISP, IP License) in any one of last five financial years	Attach documentary evidence
8	Firm/associates firms (Max of Two) or any partner of the firm/associates firms (Max of Two) should not be banned/ black listed by any Government organization or PSU in respect of any assignment/job/behavior during last 5 years (Self attested affidavit on stamp paper of Rs. 100 to be given in this regard by the authorized representative/partner of the firm).	Self-attested affidavit on stamp paper of Rs. 100 to be given in this regard by the partner of the firm
9	Turover criterion as per page no. 22	Attach documentary evidence

Annexure-B

Payment details:

S

Particulars	Amount (Rs.)	Draft No.	Date	Bank	Branch

Documents in support of the above may be furnished with page numbers indicated in the index. Please use separate sheets wherever necessary.

Date:
Place:

Authorized Signatory:
Name:

COMPANY SEAL

Annexure-C

Name of the Bidder: **CRITERION FOR CREDENTIAL EVALUATION**

S No	Eligibility/Evaluation Criterion	Min Marks	Extra Marks	Max Marks	Marks Obtained
1	Details of offices in Delhi/ NCR, Kolkata, Mumbai, and Hyderabad 0.5 Marks for each additional offices in India	10	5	15	
2	The firm along with associates firms (Max of Two) (Max of Two) must have strength of minimum five full time partners and additional twenty full time qualified CA/CMA(or Partner) 1 mark for each additional five CA's	10	5	15	
3	The firm along with associates firms (Max of Two) must have knowledge of Oracle based ERP/Accounts in any one of the company One mark for each additional such company having ERP/Oracle based accounts.	10	5	15	
4	The firm along with associates firms (Max of Two) should have experience of handling Taxation with experience of handling Income Tax/Service Tax of any two Companies having turnover of Rs. 250 Cr. handling assessment, CIT(A) and ITAT cases in case of Income Tax and before Comm. (Service tax) and CESTAT in case of Service Tax. One mark for each additional Company in last five years	0	10 5	10 5	
5	The firm along with associates firms (Max of Two) should be Statutory/Internal auditor of any of the two government companies having turnover of more than 250 Crore p.a. (excluding Banks and cooperate society) in any one of last five years One mark for each additional Company in last five years	0	10 5	10 5	
6	Details of Statutory/Internal audit with listed companies in India in any one of last five year (NSE/BSE) One mark for each Company	0	5	5	
7	Details of experience of working with one Telecom sector or Company (Any Telecom operator having UASL, NLD, ISP, IP License) in any one of last five financial years Two mark for each Company.	0	10	10	
8	Details of turnover of the firm in last three year viz, 2015-16, 2014-15, 2013-14. One mark for each one Crore of turnover	0	10	10	
	Total	30	70	100	

Annexure-D

Performa for Performance Bank Guarantee

PERFORMANCE BANK GURANTEE 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 6th Floor, IIIrd Block, Technology Park, Shastri Park, New Delhi-110053 (Herein after called RailTel) 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

OFFER LETTER

To
RailTel Corporation of India Limited,
(A Govt. of India Undertaking, Ministry of Railways) Plot No. 143, Industrial Area, Opp Gold
Suke Mall, Sctor-44, Gurgaon - 122003
Phone: +91-124-4236083 to 89
Fax: +91-124-4236084

Subject:- Empanelment for various of the works **for its Corporate Office at Gurgaon and its
Regional offices at Mumbai, Kolkata, Hyderabad and New Delhi**

I/We _____ have read the various conditions detailed in EOI documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of 180 days from the date of submission and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to provide services of Internal Auditors at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work within the prescribed period as mentioned in Purchase Order. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the services as per the Standards prescribed by the ICAI/ICWAI.

A sum of **Rs. 1,05,656/-** as an **Account Payee Demand Draft in favour of RailTel Corporation India Ltd. No. _____ dt. _____ issued by _____** is herewith forwarded as "Earnest Money" & EOI cost. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within **7 days** after receipt of call to sign Contract Agreement.

SIGNATURE OF Bidders

Date:

Bidder address.

SIGNATURE OF WITNESS:

- 1.
- 2.

Annexure-F

Compliance statement

Sr. No.	Section No. & Clause No.	Compliance (Yes/No)