

RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)

**Plate-A, 6th Floor, Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023
(CIN: U64202DL2000GOI107905)**

ELECTRONIC TENDER DOCUMENT

FOR

Appointment of CA Firms / Practicing CAs/Cost Accountants, Law Firms to undertake work of tax consultancy (Direct Tax and GST/Indirect Tax) and for its Corporate Office at New Delhi and its Regional offices at Mumbai, Kolkata, Hyderabad and New Delhi. (Two-Packet System)

खुली-E-निविदान: RailTel/Tender/OT/CO/Fin/2021-22/Appointment of Tax Consultants /01

OPEN E-TENDER NO: RailTel/Tender/OT/CO/Fin/2021-22/Appointment of Tax Consultants /01

Closing Date for Submission of E-Bid(s) : 24/12/2021 at 15:00 hours

Two Packet System

Cost of Tender Document: Rs. 500/- + 18% GST = Rs. 590/-

**Sandeep Kumar Sharma
Jt. General Manager/Finance
RailTel Corporation of India Limited**

DISCLAIMER

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by RAILTEL Corporation of India Ltd. (RAILTEL) or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The TENDER is not an offer by RAILTEL, but an invitation for bidders' responses. No contractual obligation on behalf of RAILTEL, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officers of RAILTEL and the Bidder.



RailTel Corporation of India Limited
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E-Tender Notice No. RailTel/Tender/OT/CO/Fin/2021-22/Appointment of Tax Consultants/ 01
Date: 02-12-2021

RailTel Corporation of India Ltd. (RailTel) invites e-Tenders (Two Packet System) from reputed firms of CAs/Cost Accountants / Law firms for **“Appointment of Tax consultants to undertake work of Tax Consultancy (Direct Tax as well as indirect tax) for its Corporate Office at New Delhi and its Regional offices at Mumbai, Kolkata, Hyderabad and New Delhi”**. The other details are as under:

a)	Availability of Tender on https://railtel.enivida.com Portal for bidding will start	From 02/12/2021
b)	Last date & Time for submission of queries for any clarification	18:00 Hrs. 12/12/2021
c)	Last date & Time for Submission of bids	Up to 15:00 hrs. of 24/12/2021
d)	Opening of bids	15:30 Hrs. of 24/12/2021
e)	Estimated Cost	Rs. 20.86 Lakhs only
f)	Earnest Money (EMD)#*	NIL (Bid Security Declaration Annexure-F to be submitted with the offer)
g)	Cost of Tender Document#*	Rs. 500/- + 18% GST = Rs. 590/-
h)	e-Tendering portal for submission of bids	https://railtel.enivida.com
i)	SORs are mentioned in Chapter-1.	

Small scale Units registered with NSIC and MSME under single point registration scheme are exempted from cost of Tender Documents and EMD.

* To be submitted through <https://railtel.enivida.com> portal.

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

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

Sandeep Kumar Sharma
Jt. General Manager/Finance
RailTel Corporation of India Limited

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Chapter-1: SCHEDULE OF REQUIREMENT (PRICE SCHEDULE)

(To be filled up completely, duly signed & stamped and uploaded on <https://railtel.enivida.com>)

Name of the Bidder:

Name & Address of the Company:

1. Invitation to bidder

This invitation to Bidder is for open tender from reputed firms of CAs/Cost Accountants / Law firms for “Appointment of Tax consultants to undertake work of Tax Consultancy (Direct Tax as well as indirect tax) for its Corporate Office at New Delhi and its Regional offices at Mumbai, Kolkata, Hyderabad and New Delhi”

The key requirement of the work:

A) Direct Tax (SOR-A)

Particulars	Unit	Total Price excluding GST (Rs)	GST (Rs)	Total price Inclusive of GST (Rs)
1. Review/preparation and filing of reply before the AO including attending personal hearing in regard to assessment case. Review of AO’s order to identify the issues requiring rectification or filing of appeal.	Per Case			
2. In respect of Intimation u/s 143(1), as and when required review/preparation and filing of reply to Intimation u/s 143(1)(a) etc. and review of Intimation to identify the issues requiring rectification or filing of appeal and follow up thereof.	Per Case			
3. Handling show cause/rectification applications /penalty proceedings /stay and other notices i.e. All work upto AO’ level. Maximum amount	Per Case			

payable under this head shall be limited to three case per Assessment year even if nos. of applications/cases are more than three. However, consultant shall handle all such case within the said maximum amount.				
4. Getting income tax refund of the company.	Per Assessment Year			
5. Filing of Income Tax Return of the company including hand on assistance in preparation of Form 3CD and other certificates to be filed by tax auditors of the company prior to filing of return as mentioned in para 5 of scope of work.	Per Assessment Year			
6. Filing of revised income tax return of the company.	Per case			
7. Opinion on Direct tax issues.	Per opinion			
8. <u>Appeal before CIT(A) or revision by CIT u/s 263 or 264 of income tax act-</u> -Preparation & submission of ground of appeal and statements of fact before CIT(A) including representation before CIT(A) and attending hearing and analyzing the order of AO. - <u>Perusing CIT(A)' order for-</u> a. Giving effect to the appeal documents. b. Filing of Rectification application u/s 154 of Income tax Act , for errors apparent from order of CIT(A).	Per Case			
9. <u>Appeal before ITAT</u> - Preparation & submission of Ground of Appeal and statement of facts before ITAT including representation before ITAT and analyzing the order of ITAT. - <u>Perusing the ITAT 'order for-</u>	Per case			

a. Giving effect to the appeal order. b. Filing of Rectification application for errors apparent from order of ITAT.				
Total				

B) Indirect Tax & GST (SOR-B)

S.no.	Particulars	Unit	Total Price excluding GST (Rs)	GST(Rs)	Total price Inclusive of GST (Rs)
1	Review/preparation & filing of written submission before Service tax authorities/GST Authorities / Customs Authorities in relation to notices/proceedings.	Per Case			
2	New Registration number or amendment in the existing registration	Per Case			
3	Opinion on Taxation matters	Per Case			
4	Handling show cause/re-assessment/departmental audit /penalty proceeding/stay and other notices before Service Tax Authorities/GST Authorities/ Custom Authorities and attending hearing thereof.	Per Case			
5	Drafting & filing of appeal & attending hearing before - Comm (ST)/GST Authority - CESTAT/GST Authority	Per case			
6	Getting Service Tax Refund/ GST Refund from tax authorities	Per case			
	Total				

Note:

1. The above prices are inclusive of all taxes, duties including GST, Octroi, Local levies, freight, insurance etc.
2. Selection will be made on the basis of total cost of each section.

Chapter 2: Bid Data Sheet (BDS)

The Chapter consists of provisions that are specific to various Clauses of the tender document

Reference	Description
Tender Notice	Appointment of Tax consultants to undertake work of Tax Consultancy (Direct Tax as well as indirect tax) for its Corporate Office at New Delhi and its Regional offices at Mumbai, Kolkata, Hyderabad and New Delhi
Chapter-12	<p>Validity of offer</p> <p>The offer should remain valid for a period of 120 days from the date of opening</p>
Chapter-5	<p>Eligibility Criteria:</p> <ol style="list-style-type: none"> 1. The firm should have office in Delhi/NCR. 2. The firm must have strength of minimum five full time partners and additional ten full time qualified CAs/Advocates/Cost Accountants (or its Partners). 3. The firm must have knowledge of Oracle based ERP/Accounts in any of the company having turnover of Rs 340 Crore or more. 4. The firm should be Tax Consultant in any of the companies having turnover of Rs. 340 Crore or more (excluding Banks and cooperative society) in any one of last five years (i.e. FY 19-20 to FY 15-16). Taxation experience shall include following- <ul style="list-style-type: none"> <u>Direct Tax</u>: Handling assessment/re-assessment cases, handling case before CIT(A), handling case at ITAT level etc. <u>Indirect Tax & GST</u>: Handling cases under Service Tax/VAT/CST/GST Law, filing appeal before Commissioner (Service Tax/GST Authorities), filing appeal before CESTAT/GST Authority, Return filing etc. <p>Note: Based on the experience of tax consultancy, a firm may either bid for Direct Tax consultancy or for Indirect Tax & GST consultancy or both. Therefore, Consultant Firm for Direct Tax as well as Indirect Tax & GST may be same firm or different firm.</p> 5. The firm should have experience of tax consultancy engagement (Direct Tax or Indirect Tax as the case may be) with one Telecom sector Company (Any Telecom operator having UASL, NLD, ISP, IP, UL License) having turnover of Rs 340 Crore or more or Central PSU having turnover of Rs 340 Crore or more in any two of last five financial years (i.e. FY 19-20 to FY 15-

Reference	Description
	<p>16). The firm will submit Completed PO/Completed work order issued in favour of your firm.</p> <p>6. Firm should have minimum turnover of Rs. 2.5 Crore in FY 2019-20 or FY 2020-21.</p> <p>7. The firm should not be blacklisted or banned by any of the government department of PSU</p> <p>8. Certify that the firm has not provided any internal audit service to RailTel during preceding three Financial Years (i.e. 18-19, 19-20, 20-21).</p>
Chapter-8	Earnest Money Deposit (EMD)/Bid Security: NIL (Bid Security Declaration Annexure F to be submitted with the offer)
Chapter-8	Security Deposit: On receipt of Letter of Acceptance of Tender from the RailTel, the tenderer shall, within a period of 15 days, deposit Security Deposit in favour of M/s RailTel Corporation of India Limited, New Delhi an amount in terms of clause-C of chapter-8 (Earnest Money Deposit (EMD), Tender Fee and Security Deposit) for due fulfillment of contract
Tender Notice	<p>Last Date of Submission of Offer</p> <p>Date: 24.12.2021 Time: 15:00 hours</p>
Tender Notice	<p>Date of Opening of Tender</p> <p>Date: 24.12.2021 Time: 15:30 hours</p> <p>Venue: RailTel Corporation of India Ltd. Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023</p>

3.0 Background

RailTel, a "Mini Ratna (Category-I)" Central Public Sector Enterprise is an ICT provider and one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optic fiber network on exclusive Right of Way (ROW) along Railway track. The OFC network covers important towns & cities of the country and several rural areas.

RailTel was incorporated on September 26, 2000 with the aim of modernizing the existing telecom system for train control, operation, and safety and to generate additional revenues by creating nationwide broadband and multimedia network, laying optical fiber cable using the right of way along railway tracks. Presently, the optic fiber network of RailTel covers over 60000+ route kilometers and covers 6053+ railway stations across India. Our citywide access across the country is 18000+ kms.

RailTel operations are certified with various certifications including ISO 9001:2015, ISO/IEC 20000-1:2018, ISO/IEC 27001:2013 and CMMI Level-4 for its quality management systems, information security management systems, and service management systems, respectively

RailTel has a strategic relationship with the Indian Railways and it undertakes a wide variety of projects including provision of mission critical connectivity services like IP based video surveillance system at stations, 'e-Office' services and implementing short haul connectivity between stations and long haul connectivity to support various organizations within the Indian Railways. RailTel also provide various passenger services including content on demand services and Wi-Fi across major railway stations in India.

3.1 Network Infrastructure

RailTel has exclusive seamless Right of Way (ROW) along 67,415 KM of Railway Track passing through 7321 stations across the country. As on 31st March-21 the size of OFC laid has grown to 59415 RKMs of OFC with access network of RailTel to 18000 KM (appx.) including North Eastern States. We are one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optic fiber network.

3.2 Backbone Network

The Company has Network Operations and Data Center Office at 143, Institutional Area, Sector-44, Gurugram-122003. In addition, the Company has NOC at New Delhi, Secunderabad, Kolkata and Mumbai and also a central NOC in Delhi.

3.3 Licenses & Services

Presently, RailTel holds Unified License for NLD, ISP (Class A), ILD license and IP-1 registration from DoT under which the NLD, ISP & IP-1 services are being offered to various customers.

3.4 Organizational Structure

Corporate Office of RailTel is based out of New Delhi where head of the organization i.e Chairman and Managing Director sits. He is assisted by dedicated Directors for Finance, Project operation & maintenance (POM) Network Planning & Marketing (NPM). These directors in turn are assisted by respective General Managers/ED's 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 Executive Directors/RGM's and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has got territorial field offices in various State Capitals. The details of territory offices are as under:

- 5 territory office under Northern Region (Delhi, Chandigarh, Lucknow, Jaipur, Allahabad)
- 7 territory offices under Eastern Region (Kolkata, New Jalpaiguri, Guwahati, Patna, Bhubaneshwar, Raipur and Ranchi)
- 4 territory offices under Western Region (Mumbai, Ahmedabad, Bhopal, Nagpur)
- 5 territory offices under Southern region (Secunderabad, Chennai, Bangalore, Ernakulam, Amravati)
- Project Offices in Agartala, Shillong, Aizawl, Naharlagun, Imphal and Dimapur

Director (Finance) is the overall head of finance and accounts team of the company. He is assisted by ED/Finance and GM/Finance at CO and a team of other managers including professionals. Similarly finance and accounts functions of the regions are looked after by regional finance heads. They are also assisted by a team of managers including professionals. Accounting records are maintained at Regional Offices at Kolkata, New Delhi, Secunderabad and Mumbai with coordination at Corporate Office, New Delhi.

3.5 Financial Performance

As per the Audited Financial Statements FY 2020-21, financial aspects of RailTel are as under-

Particulars	Rs. (In Crore)
Turnover	1366/-
Gross Block of Fixed Assets	1980/-
Share Capital	320.94

Bidders are requested to also please go through Annual Report of year 2020-21 as available on www.railtelindia.com.

The appointment of Tax Consultant (Direct as well as Indirect/GST) will be initially for a period of 2year, which can be extended through mutual consent at the same rates, for a further period of one year. Appointment of Consultant (For Direct Tax as well as Indirect Tax/GST) will not amount to any kind of employment obligation on the part of RailTel.

3.5.1 Selection will be made on L-1 basis in financial E-bids of Technically Eligible Bidders.

Tax Consultant for Direct Tax as well as Indirect Tax/ GST will be selected based on L-1 of Financial Bids separately for Direct Tax (SOR-A) and Indirect Tax/GST (SOR-B) , out of Technically Eligible Bidders. Accordingly, Tax Consultant for Direct Tax and Indirect Tax/GST may by same bidder or 2 different bidders.

Note: “L-1” means lowest price bid each in total “SOR-A” and total “SOR-B” respectively.

- 4.1 The rates are invited for rate contract. Bidders would be expected to perform tax consultancy work for Corporate Office and Regional offices in Delhi, Mumbai, Kolkata, Hyderabad and other places in India as and when need arises. Scope of tax consultancy work is as mentioned hereunder-

Scope of Tax Consultancy

A) Direct Tax

1. In respect of Income Tax, appearance as and when required review/preparation and filing of written statement before the Assessing officer for the purpose of assessment (**Including assessment proceedings at Transfer pricing officer level**) etc.

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.

2. In respect of Intimation u/s 143(1), as and when required review/preparation and filing of reply to Intimation u/s 143(1)(a) etc. and review of Intimation to identify the issues requiring rectification or filing of appeal and follow up thereof.
3. Handling show cause/re-assessment /penalty proceeding/stay and other notices i.e all work up to Assessing Officer's level.
4. Getting Income Tax refund of the Company.
5. Vetting of Form 3CD and other certificates such as but not limited to MAT certificate/ Transfer Price (If applicable) and such other certificate related to deductions or otherwise as applicable at the time of tax audit of the company. Hands on assistance in preparation of such forms and certificates with necessary disclosure as per ICDS (Income Computation and Disclosure Standard). It is clarified that scope of work does not include certification work but only hands on assistance to company officers in compiling the said forms / information in regard thereto as per law.
6. Filing/revising income tax return of the company.
7. Advice/opinion on direct tax matters including detailed written opinions.
8. 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) Submission(s) of the company before CIT(A) including personal hearing(s).
 - (iv) Perusing the order of CIT(A) for: -
 - a. Giving effect to the appeal order.
 - b. Filing of rectification application u/s 154 of I.T tax for the errors apparent from the order of CIT (A).

9. Appeal before the Income Tax Appellate Tribunal (ITAT)-
 - a. Analyze the order of CIT (A) for the addition ordered by him.
 - b. Preparation of Grounds of Appeal for filing appeal before ITAT.
 - c. Submission of appeal documents.
 - d. Representation before ITAT.
 - e. Perusing the order of ITAT for: -
 - (ii) Giving effect of order of ITAT.
 - (iii) Filing of any rectification u/s 154 if I. Tax act for the errors apparent from the orders of ITAT.
10. Any other Direct Tax introduced or applicable in case of company, to be advised by the consultant.

Note: For Income Tax, Tax jurisdiction is Delhi and for TDS, tax jurisdiction is Delhi, Mumbai, Kolkata and Hyderabad.

B) Indirect Tax & GST

Consultancy under this section will cover all indirect taxes prevailing before GST Regime. This will also cover consultancy under GST.

1. Appearance(s) as & when required and review/preparation & filing of written submission before the Service Tax Authorities/ GST Authorities/Customs Authorities.
2. Attendance in office at the time of audit by department.
3. Filing of application for new Registration number or amendment in the existing registration.
4. Providing Opinion on matters covered under GST Law & all other indirect taxes not covered under GST Law.
5. Handling show cause/re-assessment/departmental audit/penalty proceeding/stay and other notices before Service Tax Authorities/GST Authorities / Custom Authorities and attending hearing(s) thereof.
6. Drafting & filing of appeal & attending hearings before –
 - 6.1 Comm (ST) / GST Authority
 - 6.2 CESTAT / GST Authority
7. Getting Service Tax Refund/GST Refund from Tax authorities

Note: Other Instructions

- I. **This assignment will not be sublet or awarded to any other professional /other firms or persons.**

- II. While providing services to RCIL all the concerned Laws shall be followed.
- III. One Qualified Tax Expert (having experience of at least 7 year) & already working on 3 Consultancy assignments of any PSUs/Telecom Sector Company, having minimum turnover of Rs. 340 Crore. Firm will share the profile of the persons to be deployed for handing the assignment.
- IV. Scope of work also includes any clarification to Statutory Auditors/ Board in regard to tax matters. No professional fee will be paid for this.
- V. Deliverables and payment terms are mentioned at point no. 23 of Index.
- VI. The senior partner of the Firm shall monitor the Consultancy Engagement and shall submit the progress report to CO, on fortnightly basis. The senior partner of the firm is required to visit atleast once in a month for discussion regarding status of the ongoing work. The meeting shall be conducted at corporate office of RailTel at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023
- VII. TA/DA for visiting the regional offices shall be paid at actuals restricted to 20% of fee of the case concerned. No TA/DA for local travel shall be allowed.
- VIII. Selection will be made based on fulfilment of eligibility condition(s) & total quoted cost.
- IX. Only new cases arising during the period of engagement will be handed over to consultants, if company feels that assistance of consultant is required.

Chapter 5: Eligibility Criteria

Mandatory Eligibility Conditions for appointment of Tax Consultants (Direct, Indirect Tax/GST) are as mentioned hereunder. Bidder must satisfy all these conditions, before participation in the tender.

S.No	Eligibility Condition
1	The firm should have office in Delhi/NCR.
2	The firm must have strength of minimum five full time partners and additional ten full time qualified CAs/Advocates/Cost Accountants (or its Partners).
3	The firm must have knowledge of Oracle based ERP/Accounts in any of the company having turnover of Rs 340 Crore or more.
4	<p>The firm should be Tax Consultant in any of the companies having turnover of Rs. 340 Crore or more (excluding Banks and cooperative society) in any one of last five years (i.e. FY 19-20 to FY 15-16). Taxation experience shall include following-</p> <p>Direct Tax: Handling assessment/re-assessment cases, handling case before CIT(A), handling case at ITAT level etc.</p> <p>Indirect Tax & GST: Handling cases under Service Tax/VAT/CST/GST Law, filing appeal before Commissioner (Service Tax/GST Authorities), filing appeal before CESTAT/GST Authority, Return filing etc.</p> <p>Note: Based on the experience of tax consultancy, a firm may either bid for Direct Tax consultancy or for Indirect Tax & GST consultancy or both. Therefore, Consultant Firm for Direct Tax as well as Indirect Tax & GST may be same firm or different firm.</p>
5	<p>The firm should have experience of tax consultancy engagement (Direct Tax or Indirect Tax as the case may be) with one Telecom sector Company (Any Telecom operator having UASL, NLD, ISP, IP, UL License) having turnover of Rs 340 Crore or more or Central PSU having turnover of Rs 340 Crore or more in any two of last five financial years (i.e. FY 19-20 to FY 15-16). Please submit Completed PO/Completed work order issued in favour of your firm.</p>
6	Firm should have minimum turnover of Rs. 2.5 Crore in FY 2019-20 or FY 2020-21.
7	The firm should not be blacklisted or banned by any of the government department of PSU
8	Certify that the firm has not provided any internal audit service to RailTel during preceding three Financial Years (i.e. 18-19, 19-20, 20-21).

Note:

1. Consortium or Joint Ventures are not allowed.
2. Tax Consultants (Direct / IDT & GST) of RailTel, will not be allowed to do any work of RailTel other than the tax consultancy work assigned from time to time, during the period of consultancy and for next 2 years after the completion of consultancy engagement.

All the credential documents including notarized or registered copy of Power of Attorney need to be scanned and submitted ONLINE only through ENIVIDA Portal.

Chapter 6: E-Bidding Process

- a. Submission of Bids only through online process is mandatory for this Tender.
- b. Bidders are advised to study the Tender 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 Tender document with full understanding of its implications. Bidder(s) not furnishing the Compliance Statement, their bids(s) are as mentioned in Annexure-D of tender document , are liable to be rejected. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender document in all respects will be at the bidder's risk and may result in the rejection of the bid.
- c. All the bids must be valid for a period of 120 days from the date of Tender opening. If necessary, RailTel will seek extension in the bid validity period beyond 120 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.
- d. E- submission of documents as mentioned in Chapter:5 Eligibility Criteria and Credential Bid Form (Annexure-A), said documents are also required to be submitted online as per the date and time for closing of submission of E-bid(s).

e. Online Submissions:

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

- a) Bid Security Declaration as per Annexure-F is to be submitted **through ENIVIDA portal**.
- b) Tender Cost submission **through ENIVIDA portal**.
- c) Bidder should ensure that Scanned copy of notarized or registered copy of Power of attorney is submitted online. Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- d) In case bidder happens to be an MSE bidder, the documentary evidence for same shall be submitted on line.

Chapter-7: E-Bid(s) Composition

- a) The bid(s) shall be submitted through ENIVIDA' Portal only.
- b) Bid(s) documents as mentioned in clause (d) of Chapter-6: Bidding Process, shall be addressed to:

Sandeep Kumar Sharma
Jt. General Manager/Finance
RailTel Corporation of India Ltd.
(A Govt. of India Undertaking, Ministry of Railways)
Plate-A, 6th Floor, Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023

1. Credential Bid/ Technical Bid(s)

Documents as per the eligibility criteria and Credential Bid shall be scanned and submitted ONLINE only through ENIVIDA' Portal. (Annexure-A)

2. **Offer Letter:** As per Annexure C
3. **Compliance Statement:** As per Annexure-D
4. **Financial Bid(s):** Financial bid(s) are required to be submitted through enivida portal only. (Chapter-1)
5. **Certificate to Avoid Conflict of Interest:** As per Annexure-E
6. **Bid Security Declaration:** Scanned copy of Bid Security Declaration as per Annexure-F on Non-Judicial Stamp Paper of Rs. 100/-.
7. **Credential Verification Affidavit:** Scanned copy as per Annexure-G on Non-Judicial Stamp Paper of Rs. 100/-.
8. **Power of Attorney:** Scanned copy of notarized or registered copy of Power of Attorney in favor of authorized signatory shall be submitted online.

Chapter-8: Earnest Money Deposit (EMD), Tender Fee and Security Deposit

a. Bid Security/Earnest Money Deposit:

In lieu of Bid Security, Bidder has to sign “Bid Security Declaration” in the format attached as Annexure-F accepting that if they withdraw or modify their bids during period of validity etc., they will be banned for the period of Three years.

Without Submission of Bid Security Declaration, Bid will be summarily rejected.

b. Tender Fee :

Tender fee is non-refundable. Tenders without Tender Fee will be summarily rejected. Tender Fees is required to be submitted through ENIVIDA portal only.

c. Security Deposit/Performance Bank Guarantee:

Successful tenderer(s) is required to submit separate security deposit/Performance Bank Guarantee (Annexure-B), towards “Appointment as Tax Consultant (Direct Tax) SOR-A *and/or* “Appointment as Tax Consultant (IDT/GST) SOR-B”, separately, as the case may be.

The successful tenderer shall submit security deposit in the form of Performance Bank Guarantee @ 3% of issued PO/LOA value including tax for SOR-A (Direct Tax) and SOR-B (Indirect Tax) separately as the case may be , in the form of DD/Pay Order or irrevocable Bank Guarantee with validity of 3 months beyond contract period , from any scheduled bank for due fulfilment of contract , within 15 days of issue of LOA.

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 favour of “Railtel Corporation of India Limited” payable at New Delhi Only.

d. No Interest on Security Deposit/Performance Bank Guarantee:

No interest shall be paid on the amount of Security Deposit/Performance Bank Guarantee held by the RailTel, at any stage.

Note:

1. 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.
2. Any performance security upto a value of Rs. 5 Lakh is to be submitted through online transfer only.

Chapter-9: Credential Verification

1. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/ certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender.
2. The tenderer shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-G. Non-submission of an affidavit by the bidder shall result in summary rejection of his/their bid and it shall be mandatory incumbents upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualification Criteria mentioned in the tender document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.
3. The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.
4. In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

Chapter-10: Last date for E-bid(s) submission

- a. E-Bids, complete in all respects as mentioned in Chapter 5, 6, 7 and 8 must be submitted through ENIVIDA Portal as per the date and time for closing of submission of E-bid(s). 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 E-bid(s) 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 tender 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 tender 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.

Chapter-11: Opening of E-Tender

11.1 Bids received from the Bidders shall be opened on due date and time. The opening of the Bids shall be carried out in the physical presence of the designated representatives of RailTel and the Bidders on 24.12.2021 at 15:30 Hours. However, this tender does not mandate the physical presence of the Bidders. The absence of the physical presence of the Bidders shall in no way affect the outcome of the evaluation of the Bids. During bid opening, only two authorized representatives of each bidder shall be allowed to be present.

11.2 Opening of - Credential / Technical E-Bid

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

11.3 Opening of Financial Bid:

Financial bids will be opened only for bidders, whose bids qualify based on evaluation of credential bids/Technical Bids.

Chapter-12: E-Bid(s) Validity

All the E-bids must be valid for a period of 120 days from the date of tender opening for placing the initial order. If necessary, RailTel will seek extension in the bid validity period beyond 120 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.

Chapter-13: Evaluation of bids

13.1

- 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 tender submitted or price quoted at the time of bid submission. This would also not mean that their bid has been accepted.
- b. Any effort by a bidder to influence RailTel's E-bid(s) 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 tender 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.

13.2 Credential Evaluation / Technical Evaluation

The credential E-bids will be evaluated by a duly nominated Tender Committee. E-Bids, not satisfying the eligibility criteria will be rejected. tender committee will evaluate information submitted in **Annexure-A** as per Tender terms. On request from the tender committee, the bidders may have to submit additional information. The tender committee 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 tender committee and its decision will be final in this regard. Bidders failing to adhere to the specified time limit will be rejected.

Chapter-14: Signing of contract and Award of Contract (Appointment)

- (a) On written communication from RailTel for having qualified for appointment the bidder will sign the contract (letter of appointment) 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) 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.

Chapter-15 Termination for Insolvency, Dissolution etc

RailTel may at any time terminate the appointment by giving written notice to the Bidder without any compensation if the 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.

Chapter-16: Change in Name of the Firm

During the period of engagement 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.

Chapter-17: 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.

Chapter-18: No Claim Certificate

The 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 after expiry of the term of engagement of consultancy.

Chapter-19: Suspension

RailTel may by a written notice of suspension, suspend all payments to the bidder under the contract, if the 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 bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.

Chapter-20: Confidentiality

The 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/permission of RailTel.

Chapter-21: 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 shall be leaked out about the software, hardware, including Electronic form or otherwise, by the manpower posted by them.

Chapter-22: Termination for Insolvency & Default

Termination for Insolvency

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

Termination for Default

- 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 firm and the defaulting firm will be liable to compensate RAILTEL for any extra expenditure involved towards support service to complete the scope of work totally.
- d. RailTel has full right on all the document related to assignment carried out for RailTel. The same may be asked by RailTel at any time from the bidder and it will be the duty of bidder to return all such document to RailTel.

Chapter 23: Review of Progress of allotted work

23.1 Review of progress of 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.

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.

Chapter 24: Payment Terms & Deliverable

- A) **Direct Tax:** The payment will be released against submission of relevant documents as mentioned below: -

Particulars	Payment and deliverables
1. Review/preparation and filing of reply before the AO including attending personal hearing in regard to assessment case. Review of AO's order to identify the issues requiring rectification or filing of appeal.	On receipt of assessment order of Assessing Officer and receipt of review report of consultant on the said order.
2. In respect of Intimation u/s 143(1), as and when required review/preparation and filing of reply to Intimation u/s 143(1)(a) etc. and review of Intimation to identify the issues requiring rectification or filing of appeal and follow up thereof.	On receipt of Intimation u/s 143(1) and receipt of review report of consultant on the said order.
3. Handling show cause/rectification applications /penalty proceedings /stay and other notices i.e. All work upto AO' level.	50% payment on filing of applications/ submissions before assessing authorities. 50% on receipt of respective orders.
4. Getting income tax refund of the company.	After credit of refund in the bank a/c of the Company.
5. Filing of Income Tax Return of the company including hand on assistance in preparation of Form 3CD and other certificates to be filed by tax auditors of	After generation of ITR-V acknowledgement and certification of work.

the company prior to filing of return as mentioned in para 5 of scope of work.	
6. Filing of revised income tax return of the company.	After generation of ITR-V acknowledgement and certification of work.
7. Opinion on Direct tax issues.	After receipt of opinion.
8. <u>Appeal before CIT(A) or revision by CIT u/s 263 or 264 of income tax act-</u> -Preparation & submission of ground of appeal and statements of fact before CIT(A) including representation before CIT(A) and attending hearing and analyzing the order of AO. - <u>Perusing CIT(A)' order for-</u> a. Giving effect to the appeal order. b. Filing of Rectification application u/s 154 of Income tax Act, for errors apparent from order of CIT(A).	30% after filing appeal on receipt of acknowledgement of filing appeal. 40% on receipt of appeal order 30% on receipt of order of appeal effect
9. <u>Appeal before ITAT</u> - Preparation & submission of Ground of Appeal and statement of facts before ITAT including representation before ITAT and analyzing the order of ITAT. - <u>Perusing the ITAT 'order for-</u> a. Giving effect to the appeal order. b. Filing of Rectification application for errors apparent from order of ITAT.	30% after filing appeal on receipt of acknowledgement of filing appeal. 40% on receipt of appeal order. 30% on receipt of order of appeal effect.

B) Indirect Tax and GST: In respect of GST & Indirect Tax payment terms and deliverables are as under-

<u>S.No.</u>	<u>Description of Work</u>	<u>Documents required for payment</u>	<u>Payment & Deliverable</u>
1	Review/preparation & filing of written submission before Service tax authorities/GST Authorities / Customs Authorities in relation to notices/ proceedings.	Submission of reply approved from corporate office and attending of hearings.	Submission of invoice. 40% payment after submission of reply to tax authorities. Balance 60% payment after getting order from the tax authorities in relation to the said case including attending hearing, if necessary.

2	New Registration number or amendment in the existing registration	Issuance of new/ amended registration certificate	Submission of invoice 100% payment after granting of registration.
3	Opinion on Taxation matters	Providing Opinion and certification of work	Submission of invoice 100% payment after certification of work done.
4	Handling show cause/re-assessment/ departmental audit /penalty proceeding/stay and other notices before Service Tax Authorities/GST Authorities/ Custom Authorities and attending hearing thereof.	Filing of reply to show-cause notice.	50% payment on submission reply with Income Tax Department, and submission of tax invoice with RCIL. Balance 50% payment on final order of the case including attending of hearing.
5	Drafting & filing and attending relating to appeal before - Comm (ST)/GST Authority - CESTAT/GST Authority	Submission of acknowledgement of filing of appeal and attending hearing against order of tax authorities.	Submission of invoice <u>Deliverable and Payment</u> 40% payment on submission of appeal. 30% payment after getting order from the tax authorities in relation to said case including attending of hearing. Balance 30% after getting appeal effect in case of Company is eligible for refund based on Appeal Effect order (Including any part deposit with Tax Authorities at the time of filing of Appeal).
6	Getting Service Tax Refund/ GST Refund from Tax authorities	After credit of refund in the bank a/c of the Company.	100% payment on receipt of refund by the company.

Note

- a. GST, as applicable, will be paid extra.
- b. The agencies may 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/Cost Accountant employee (Senior Manager) 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 20% of the fee of the case concerned.

- c. 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.

Chapter 25: General Terms and Conditions

- a. The bidder is not allowed to 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 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. In 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 bidders automatically agree with RailTel for honoring all aspects of fair-trade practices in executing the work orders placed by RailTel.
- e. The bidder will be responsible for any damage to equipment's, 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 Bidder will indemnify RailTel of any infringement of third-party rights be they under the Patents Act.

Chapter 26: Force Majeure

In the event of either party being rendered unable by force majeure conditions to perform any obligation to be performed by them under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties.

The term force majeure employed herein shall mean Act of God, war (declared or not), storms, floods, tsunami, restraints imposed by Governments, Riots, Strikes, Go Slow, Lock Out or any labour unrest at the works of the contractor (to be substantiated by the contractor with document), civil commotion, fire, accident, sabotage, earthquake or any other natural calamities, plague, quarantine, import or export embargoes, or change in Govt. policies or the like circumstances or any happening affecting the performance by the contractor or its obligations under this contract which, in the opinion of RailTel, the contractor cannot reasonably prevent or control against.

Chapter 27: 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, Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023. The place of arbitration shall be New Delhi and the language used shall be English.

Chapter 28: 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 terms and conditions of the tender by the bidder will lead to rejection of bid/work order and forfeiture of EMD/Security Deposit.

Chapter 29: Instructions to the Bidders

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

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

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://railtel.enivida.com>, e-Procurement Portal of RailTel.

Benefits to Suppliers are outlined on the Home-page of the portal. Bidders are advised to visit the ENIVIDA Portal for details related to E-Tender i.e. Registration, FAQ, Helpdesk, Learning Center etc.

3. **Tender Bidding Methodology:**

Sealed Bid System - 'Single Stage - Two Envelope': In this, bidder has to submit each the bid (Part I –Credential/ Techno-commercial Bid and Part II - Price Bid) in separate envelope “ONLINE”.

ENIVIDA Helpdesk

Please visit Helpdesk section on ENIVIDA Portal

4. **Bid related information for this Tender (Sealed Bid)-**

The entire bid-submission would be online on ENIVIDA Portal. Broad outline of online submissions are as follows-

- 4.1 Submission of Bid Security Declaration (Annexure-F) to be submitted with the offer.
- 4.2 Submission of digitally signed copy of Tender document/ Addenda (If any).
- 4.3 Two packet (Part-I Technical Credential Bid and Part-II – Price Bid).
- 4.4 Online response to Terms & Conditions of Tender.
- 4.5 PAN, GST Registration Certificate of Firm.

NOTE-1: Bidder must ensure that the bid must be successfully submitted online as per instructions of ENIVIDA Portal.

NOTE-2: The Bidder has to upload the scanned copy of all the documents mentioned in Credential Bid Form (Annexure-A), Profile of the Team to be deployed, during Online Bid-Submission.

5. **Offline Submissions of Power of Attorney :**

In addition to E-submission of all the documents, the **Successful bidders** are required to submit the notarized or registered Power of Attorney offline to **RailTel Corporation of India Ltd, Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi, Pin - 110023**, before issue of LOA.

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

7. **Instructions for Tender Document to the Bidders**

The RailTel Tenders are published on www.railtelindia.com and on ENIVIDA Portal <https://railtel.enivida.com>

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

8. **Submission of Offers and Filling of Tender:**

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

9. **Fax Quotations & Late Tenders:**

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

10. **Attendance of Representatives for Tender Opening**

Representatives of bidders desirous to attend the tender opening can do so on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening.

11. **Bid submission and Opening date**

The bid should be submitted online along with Credential/Techno commercial & Price bid document (all documents) and Scanned copy of notarized or registered Power of Attorney.

Bids received after due date and time shall be summarily rejected and shall not be opened.

Credential Bid Form

Annexure – A

To,
Sh. Sandeep Kumar Sharma
Jt. General Manager/Finance
RailTel Corporation of India Ltd
Plate-A, 6th Floor, Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023

S.No	Particulars	Supporting Evidence
1	The firm should have office in Delhi/NCR.	Attach ICAI Constitution Certificate generated online from The Institute of Chartered Accountants of India or LLP Registration or any other document in support of constitution of firm i.e, Data Generated from MCA, Partnership Deed etc.
2	The firm must have strength of minimum five full time partners and additional ten full time qualified CA/Cost Accountant (or Partner) , qualified lawyers (or Partners).	
3	The firm must have knowledge of Oracle based ERP/Accounts in any of the company having turnover of Rs 340 Crore or more. Note: Along with each PO, please provide name, email Id, contact number of PO issuing Authority.	Attach copy of Completed PO/Completed Work Order and Certificate received from any such company along with audited P&L account and confirmation of the Company that they are using ORACLE based ERP.
4	The firm should be Tax consultant of any of the companies having turnover of more than 340 Crore p.a. or more (excluding Banks and cooperative society) in any one of last five years (i.e. FY 19-20 to FY 15-16)	Attach copy of Completed PO/Completed Work Order received from any such company along with audited P&L account of that company.
5	The firm should have experience of Consultancy Engagement (Direct Tax or Indirect Tax & GST as the case may be) with one Telecom Sector Company having turnover of Rs 340 Crore or more (Any Telecom operator having UASL, NLD, ISP, IP, UL License) Or Central PSU having turnover of Rs 340 Crore or more in any two of last five financial years (i.e. FY 19-20 to FY 15-16)	Attach copy of Completed PO/Completed Work Order received from any such company along with audited P&L account of that company.
6	Firm should have minimum turnover of Rs. 2.5 Crore during FY 2019-20 or FY 2020-21.	Attach audited P&L account of the firm along with copy of income tax return.
7	The firm should not be blacklisted or banned by any of the government department of PSU	Self-attested affidavit on stamp paper of Rs. 100 to be given in this regard by the partner of the firm.
8.	Certify that the firm has not provided any internal audit service to RailTel during preceding three Financial Years (i.e. 18-19, 19-20, 20-21).	Self certification

Annexure-B

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: Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 (Herein after called RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No. dated made between and for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We,(indicate the name of the Bank) hereinafter referred to as “ the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, Bank and **our local branch at New Delhi (indicate detail address of local New Delhi Branch with code no.)** 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

OFFER LETTER

To
RailTel Corporation of India Limited,
(A Govt. of India Undertaking, Ministry of Railways)
Plate-A, 6th Floor, Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023

Subject: - Appointment of CA/Cost Accountant Firms/ Law Firms for Tax Consultancy (Direct Tax (SOR) - A) and/or Indirect Tax and GST (SOR-B)) for its Corporate Office at New Delhi and its Regional offices at Mumbai, Kolkata, Hyderabad and New Delhi.

I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of 120 days from the date of submission and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply various equipment at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of **“Appointment of CA/Cost Accountant Firms/ Law Firms for Tax Consultancy (Direct Tax (SOR) - A) and/or Indirect Tax and GST (SOR-B)) for its Corporate Office at New Delhi and its Regional offices at Mumbai, Kolkata, Hyderabad and New Delhi.”** within 120 days from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by RailTel.

A sum of Rs.NIL through <https://railtel.enivida.com> Portal herewith submitted as “Earnest Money”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within 15 days after issue of Purchase Order.

SIGNATURE OF Bidder (s)

Date:

Bidder address.

SIGNATURE OF WITNESS:

- 1.
- 2.

Compliance statement

<u>S. no</u>	<u>Chapter No</u>	<u>Compliance (Yes/No)</u>
<u>1</u>	Schedule of Requirement	
<u>2</u>	Bid Data Sheet	
<u>3</u>	Background of RailTel	
<u>4</u>	Scope of work	
<u>5</u>	Eligibility Criteria	
<u>6</u>	E-Bidding Process	
<u>7</u>	E-Bid(s) Composition	
<u>8</u>	Earnest Money Deposit (EMD), Tender Fee and Security Deposit	
<u>9</u>	Credential Verification	
<u>10</u>	Last date for E-bid(s) submission	
<u>11</u>	Opening of E-Tender	
<u>12</u>	E-Bid(s) validity	
<u>13</u>	Evaluation of E-bids	
<u>14</u>	Signing of contract and Award of Contract (Appointment)	
<u>15</u>	Termination for Insolvency, Dissolution etc.	
<u>16</u>	Change in Name of the Firm	
<u>17</u>	Termination for Convenience	
<u>18</u>	No Claim Certificate	
<u>19</u>	Suspension	
<u>20</u>	Confidentiality	
<u>21</u>	Security	
<u>22</u>	Termination for Insolvency & Default	
<u>23</u>	Review of progress of allotted work	
<u>24</u>	Payment Terms and Deliverables	
<u>25</u>	General Terms and Conditions	
<u>26</u>	Force Majeure	
<u>27</u>	Arbitration and Jurisdiction	
<u>28</u>	Applicable Law	
<u>29</u>	Instructions to the Bidders	

SIGNATURE OF Bidder

Name of Firm

Date:

Bidder address.

Certificate to avoid conflict of interest

“The Tax Consultant is independent and has arm’s length relationship with the Company. Certified that firm including all of its partners will not be engaged in any other activity of RailTel including audit, during the consultancy period.”

As per the terms and condition, tax consultancy will be awarded for 2 years from the date of issue of Letter of Acceptance. In case of extension for further 1 year for tax consultancy at the same rates and terms and conditions.

SIGNATURE OF Bidder

Name of Firm

Date:

Bidder address.

Format for Bid Security Declaration

(On Non-judicial stamp paper of Rs. 100/-)

Whereas, I/We _____(Name of Agency) has submitted bid for _____
(Name of Work and Tender No.) and whereas Earnest Money Deposit is being exempted in the
aforesaid tender to give relief to the bidders as per Govt. of India guidelines due to severe financial
crunch on account of slowdown in the economy due to the pandemic,

I/We hereby submit the following “Bid Security Declaration” in lieu of exemption from submitting
Earnest Money Deposit :-

1) If I/We withdraw or modify my/our bid during the bid validity period (including extended validity of
tender) specified in the tender documents;

Or

2) If, after the award of work, I/We fail to accept LOA/LOI, or to sign the contract agreement or fail to
submit performance guarantee or fail to commence the work within stipulated time period prescribed
in tender documents;

Or

3) If I/We furnish any incorrect or false statement / information/ document;

Or

4) If I/We hide any relevant information or do not disclose any material fact in the tender;

Or

5) If I/We commit any breach of integrity Pact;

I/We may be disqualified and banned for a period of three years and shall not be eligible to bid for
future tenders in RailTel Corporation of India Ltd. for the period of three years from date of issue of
such orders.

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative

Name of Firm

Date

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

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

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place :

Dated :

****The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.**