

RAILTEL ENTERPRISES LTD.
(A fully owned subsidiary company of RailTel Corporation of India Limited)

**Corp. off: Plot No 143, Sector 44, Institutional Area,
Opposite Gold Souk Mall,
Gurgaon, Haryana 122003**

**Regd. Off: 6thFloor, IIIrd Block, Delhi Technology Park,
Shastri Park, Delhi-110053**

Selection of Partner(s)

For

Hiring of Agency for providing IT Mnpower for REL Customer

**EOI No: REL/EOI/CO/DNM/2018-19/IT services to REL customer/04 dated
20.11.2018**

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NOTICE

RailTelEnterprises Ltd.
PlotNo.-143, Sector44,
Institutional Area,
Opposite Gold Souk Mall,
Gurgaon, Haryana122003

Notice No: EOI No: REL/EOI/CO/DNM/2018-19/IT services to REL customer/04 dated 20.11.2018

RailTel Enterprises Ltd.,(here after referred to as RailTel) invites EOIs from “RailTel’s Empaneled Partners in ‘Software Category’” for the selection of suitable agency for providing IT manpower services to REL Customer.

The details are as under:

1	Last date for submission of EOIs by bidders	27.11.2018 before 15:00Hrs.
2	Opening of bidder EOIs	27.11.2018 15:30 Hrs.
3	Number of copies to be submitted for scope of work	One
4	EMD	71,000/-
5	Tender Cost	1,770/-

DD for EMD and Tender cost should be in the favor of RailTel Enterprises Limited payable at Gurugram. Prospective bidders are required to direct all communications related to this Invitation for EoI document, through the following Nominated Point of Contact persons:

Contact: Naresh Kumar
Position: Asst. GM/IT
Email:naresh.kumar@railtelindia.com
Telephone: +91124 2714000
Mobile:+91 9717644088

- NOTE:**
- (i) All firms are required to submit hard copy and soft copy of their EoI submissions, duly signed by Authorized Signatories with Company seal and stamp.**
 - (ii) Eligible MSMEs are exempted from cost of EOI Documents and EMD, more details are given in clause 10.7 of EOI Document.**

RAILTEL

1. RailTel Enterprises Limited–Introduction

RailTel Enterprises Limited” (REL) is a wholly owned subsidiary Company of RailTel Corporation of India Limited- a "Mini Ratna (Category-I)" PSU Keeping in view the expanding activities in project execution works for telecom and signaling, RailTel incorporated a wholly owned subsidiary Company in August, 2014 by the name “RailTel Enterprises Limited” (REL).

In line with the future business plan of RailTel it was felt to diversify into ICT project segment as a System Integrator. Hence, to have clear focus on project execution works, REL has been setup. Also this shall help RailTel make a clear distinction between RailTel’s existing core activities viz-a-viz project works ensuring resource and accountable separation thereby making REL as a separate profit centre. This would also facilitate the Company in proper and suitably reflecting the operational results in a more transparent manner and activity wise.

The aim is to exploit the capabilities and experience gained by RailTel from execution of number of small to large national level projects like National Knowledge Network (NKN), National Optical Fibre Network (NOFN), NE-I & NE-II projects under USOF, and various projects for many other Govt and private agencies. In recent years, RailTel has been expanding its portfolio of services in the areas of Data Centre, Cloud, Telepresence, Retail Broadband (Railwire), etc. With the creation of REL, RailTel aims to be one of the leading System Integrator in the country working in the field of ICT.

REL shall be taking up turnkey project work for creation, management and operation in the areas of IT, Telecom, networking, Data Center and Railway’s ICT and S&T projects. With a dedicated focus and organization suited to executing projects in the areas of expertise, REL is poised to become a key driver of growth and innovation for RailTel as well.



2. Scope of Work

The scope of work is to provide suitable IT Manpower resources who are profficient in ORACLE Technial/Functional/Techno-Functional/DBA or similar type of profile for REL's Customer as "Schedule of Requirement" clause 5 of EOI document .

3. Language of Proposals

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

4. Payment Terms

- 4.1 Payment will be back to back and as per the payment terms mentioned in agreement between REL and Customer.
- 4.2 Payment will be released after receiving the invoice for the work from selected partner and after RailTel receives the payment from Customer for the same work.
- 4.3 Selected partner shall raise mothly bills to RailTel for IT resources. The bill shall be verified by RailTel IT Manager.

5. SOR (Schedules of Rates) for Development

Bidder has to Quote the rate in the below mention format along with nil deviation certificate:

SOR (Schedules of Rates)

SN	Manpower Description	Unit Cost per man per month	HSN / SAC code	Qty	Years	GST Rate	GST Amount	Total cost for One year (Tax Inclusive)
1.	Oracle Technical/Functional/Techno-functional/DBA/Other similar IT profile resource – Onsite			4	1			
	Total Cost							

Amount in words:

Note: Bidder has to mentioned HSN/SAC code for SOR item in their bid.

6. SLA's

The service level arrangement will be back to back and the entire penalty deducted by Customer will passed on to selected bidder.

7. REL's Right to Accept/Reject Bids

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

8. Bidding Document

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

All pages of the documents shall be signed in ink by the bidder including the closing page in token of his having studied the tender document.

9. Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of 180 days from the date of opening of the bids REL shall at its own discretion reject a bid value for shorter period. The prices in the bid document shall be expressed in Indian Rupees only.

10. Bid Earnest Money (EMD)

10.1 The tenderer shall furnish a sum as given in EOI Notice as Earnest Money in the form of Demand Draft from any scheduled bank in India in favour of "RailTel Enterprises Limited" payable at New Delhi which should remain valid for 45 days beyond the bid opening date.

10.2 The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Letter of Acceptance (LOA) and fails to furnish performance bank guarantee (security deposit) in accordance with clause 12.

10.3 Offers not accompanied with valid Earnest Money shall be summarily rejected.

10.4 Earnest Money of the unsuccessful bidder will be discharged / returned as promptly as possible but not later than 30 days after the expiry of the period of offer / bid validity prescribed by the Purchaser.

10.5 The successful bidder's EMD will be discharged upon the bidder's acceptance of the Advanced purchase order satisfactorily and furnishing the performance bank guarantee in accordance with clause 6.

10.6 Earnest Money will bear no interest.

10.7 For Micro and Small Enterprises (MSEs)

10.7.1 Certain benefits/preferential treatment shall be extended to the registered MSEs as per guidelines issued in the latest notification of Ministry of MSME/ Government of India.

10.7.2 MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME.

10.7.3 The MSEs must also indicate the terminal validity date of their registration.

10.7.4 Failing 10.7.2 and 10.7.3 above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.

11. Bidding Process (Single Packet System)

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

12. Security Deposit / Performance Bank Guarantee (PBG)

The successful bidder shall have to submit a performance Bank Guarantee (PBG) within 30 days of the issue of Purchase order @ 10% of the value of the PO for the satisfactory performance of materials covered in SOR given under Clause No.-5 and valid for a period of 4 months beyond contract period. Extension of time for submission of BG beyond 30(thirty) days and up to 60 days from the date of issue of Letter of acceptance may be given by the Eligible Bidder Authority . However, a penal interest of 15% per annum shall be charged for delay beyond 30(thirty) days. i.e from 31st day after issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any, payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

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

12.2 This PBG would be released after satisfactory completion of contract.

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

13. Deadline for Submission of Bids

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

14. Late Bids

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

15. Modification and/or Withdrawal of Bids

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

No bidder shall be allowed to withdraw the bid after the deadline for submission of bids.

In case of the successful bidder, he will not be allowed to withdraw or back out from the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed. No interest will be paid on EMD amount

16. Details of Financial bid

- a. The financial bid should clearly bring out the cost of the work with detailed break-up of taxes.
- c. The financial bid must be submitted as per the enclosed Proforma in Tender document.

17. Clarification of Bids

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

18. Period of Association/Validity of Agreement

Initial contract will be for one year however based on end Customer requirement same may be extended for another 1 year on mutually agreed terms and conditions.

19. Rate Contract:

There may be requirement of technical-functional resources as per description under SOR for same customer project. Hence during the contract period and as per RailTel requirement, the bidder shall be able to provided additional technical-functional resources at same rate for which RailTel will issue LOA to successful bidder. The tentative number of resources which may be required by RailTel would be maximum 15 numbers. Separate LOA will be issued in case of requirement and with same terms & conditions of this Tender.

20. Bid evaluation Process

Evaluation will be done on lowest offer quoted by the bidder in Clause Number - 5 **SOR** (Schedules of Rates) for providing IT Manpower services.

21. Format for providing Bidder's Information

S.No.	ITEM	Details
1.	Full name of bidder's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and email address	

4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address	
6.	Bank Details (Bank Branch Name ,IFSC Code, Account number)	
7.	GST Registration number	

22. Format for statement of Deviation

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

S.NO	CLAUSE	DEVIATION	REMARKS (Including Justification)

23. Bidder's Eligibility for participation in Tender

1. Only RailTel Empaneled Partners in "Software Category" are eligible for submitting the bid. Bid from any firm other than Empaneled Software partner will be rejected.
2. The firm shall be Active partner with M/s Oracle India Pvt. Ltd. for india .Relevant proof is required to be submitted.
3. The firm shall have office in Delhi/NCR from atleast past three years. Relevant proof is required to be submitted.
4. The resource should be qualified B.Tech / MCA or equivalent and should have minimum four years experience in Oracle Apps Functional / Technical technology.

24. Other Terms and Condition

1. Bidders are requested to quote their best prices considering the fact that price negotiation, if required with the vendor will be passed on to the selected bidder.
2. Unless otherwise specified all prices quoted must remain firm except for statutory variation in taxes and duties during contractual delivery period. Any increase in taxes and duties after expiry of the delivery period will be to vendor account.
3. Quotations should preferably be typewritten and any correction or over-writing should be initialed. Rates to be indicated both in words and figures.
4. The bidders should furnish a list of its Partners/Directors and a declaration that such Partners/Directors have no interest in any other bidders in respect of the same tender.
5. Sealed quotations in envelope superscribing tender enquiry number and due date of opening must be sent by Registered or Speed Post or to be dropped in the Tender Box specified for the purpose. Quotations received after specified date and time are liable to be rejected

6. Quotation should be valid for a minimum period of 180 days from the date of opening of tender.
7. Printed conditions on the back side of the offers will be ignored.
8. If the tenderer is unable to quote against the Enquiry, Regret letter must be sent. Failure to do so repeatedly may result in deletion of tenderer's name from the approved list of BA/SI.
9. Any increase in taxes and duties after expiry of the delivery period will be to supplier's account. This will be without prejudice to the rights of REL for any other action including termination.
10. REL shall have the right to terminate the contract by giving 60 days notice without assigning any reasons thereof. However, in the event of any breach of terms of the contract, REL will have right to terminate the contract by written notice to the Seller.
11. FORCE MAJEURE: Any delay or failure to perform the contract by either party caused by acts of God or acts of Government or any direction or restriction imposed by Government of India which may affect the contract or the public enemy or contingencies like strikes, riots etc. shall not be considered as default for the performance of the contract or give rise to any claim for damage. Within 7 days of occurrence and cessation of the event(s), the other party shall be notified. Only those events of force majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.
12. In case of any dispute or difference arising out of the contract which can not be resolved mutually between REL and vendor, it shall be referred to a Sole Arbitrator to be appointed by the CMD, REL.
13. The Arbitration and Conciliation Act, 1996 and rules made there under shall apply to the Arbitration Proceedings.
14. The contract shall be governed by and construed according to the laws in force in India and subject to exclusive jurisdiction of the Courts of Delhi only.
15. The IT resources deployed for customer can be replaced only after confirmation from customer and with minimum notice period of 2 weeks in advance.

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Format for COVERING LETTER

COVERING LETTER (To be on company letterhead)

EoI Reference No: **REL/EOI/CO/DNM/2018-19/IT Services to REL customer/04 dated 22.11.2018**

Date:

To,

The Addl. General Manager/ DC
Corporate Office,
RailTel Enterprises Ltd.
Plot No. 143, Sector 44, Gurgaon- 122 003

Dear Sir,

SUB: Participation in the EoI process

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

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

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

We hereby submit EMD amount of _____ issued from Bank _____.

Authorized Signatory
Name
Designation

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Annecxure -1

List of documents to be submitted for bidding:

1. Covering Letter
2. Format for statement of deviation (clause no.-22)
3. Format for providing Bidder's information (clause no.-21)
4. Commercial Offer
5. RailTel's letter of Empanelment as software partner
6. Signed EOI document
7. Any other relevant document



Form 1: Performance Bank guarantee

(On Stamp paper of requisite value)

(To be used by approved Scheduled Banks)

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

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

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

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

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

4. We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement

and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the (1) We shall be discharged from all liability under this Guarantee thereafter.

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

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

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

Dated the day of 20012

for

(indicate the name of the Bank)

Witness

1. Signature

 Name

2. Signature

 Name

