

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

Regd. & Corp. Off:-

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

**Hiring of Agency
For**

for Procurement of Licenses for RCIL Customer

EOI No: RCIL/EOI/CO/ITP/2022-23/ IT services to RCIL Customer/05 dated 24.06.22

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RAILTEL

NOTICE

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

EOI Notice No: RCIL/EOI/CO/ITP/2022-23/ IT services to RCIL Customer/05 dated 24.06.22

RailTel Corporation of India Ltd.,(here after referred to as RailTel or RCIL) invites EOIs from RailTel's Empaneled Partners for "Procurement of Oracle Licenses for RCIL Customer".

The details are as under:

| | | |
|---|--|-----------------------------|
| 1 | Last date for submission of EOIs by bidders | 13.07.2022 before 15:00Hrs. |
| 2 | Opening of bidder EOIs | 13.07.2022 at 15:30Hrs. |
| 3 | Number of copies to be submitted for scope of work | One |
| 4 | EMD | Rs. 704189 /- |
| 5 | EOI Cost | Rs. 1,770/- (Incl. GST) |

DD for EMD and EOI cost should be in the favor of **RailTel Corporation of India Limited** payable at Delhi.

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, DGM/IT
Email: naresh.kumar@railtelindia.com
Telephone: +91124 2714000
Mobile: +91 9717644088

- NOTE:**
- (i). All firms are required to submit hard copy of their EOI submissions, duly signed by Authorized Signatories with Company seal and stamp.
 - (ii). The EOI response is invited from all empanelled partners of RailTel only. Only Active Partner of Oracle (From RailTel's Empaneled Pool of Partners) are eligible for participation in EOI process.
 - (iii). Eligible MSMEs are exempted from cost of EOI Documents and EMD, more details are given in clause 11.7 of EOI Document.

1. RailTel Corporation of India Limited–Introduction

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Regional General Managers and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorised into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

Licenses & Services

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

CARRIER SERVICES

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

ENTERPRISE SERVICES

1. Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
2. MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 64 Kbps to nx64 Kbps, 2 Mbps & above
3. Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2mbps to 155mbps

RETAIL SERVICES

Rail wire: Triple Play Broadband Services for the Masses. It is a pilot project undertaken by RailTel and currently services are offered out of Bangalore and nearby places.

2. Scope of Work

RCIL is providing On-Cloud data center hosting of Oracle EBS and other applications of M/s The Cotton Corporation of India Limited for which there is requirement for “Procurement of Licenses in name of customer (M/s Cotton Corporation of India Limited) from OEM i.e M/s ORACLE as per below details:

| S.no. | Details of Licenses | Description / License Type | Quantity(No./LS/Year) |
|-------|-------------------------------------|----------------------------|-----------------------|
| 1 | Oracle Weblogic Licenses | Processor based | 5 |
| 2 | Oracle Database Enterprise Licenses | Processor based | 9 |

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. “One Time Payment” – after delivery of licenses and confirmation from OEM for first year.

4.2. “One Time Payment” – for each year form 2nd year onwards after ATS renewal confirmation from OEM.

5. Schedule of Rates (SOR)

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

| S N | Item Description | Qty. | Unit Rate | Total Cost (Excluding of Taxes) | Total Tax (GST) | Total Cost (Inclusive of Taxes) |
|--------|--|------|--------------|---------------------------------------|-----------------------|---------------------------------------|
| 1 | Delivery of Oracle Weblogic Licenses with ATS | 5 | | | | |
| 2 | Delivery of Oracle Database Enterprise Licenses with ATS | 9 | | | | |
| 2 | 2 nd Year ATS for Oracle Weblogic and Oracle database enterprise licenses | LS | | | | |
| 2 | 3 rd Year ATS for Oracle Weblogic and Oracle database enterprise licenses | LS | | | | |
| 2 | 4 th Year ATS for Oracle Weblogic and Oracle database enterprise licenses | LS | | | | |
| Total | | | | | | |

Total Amount in words : _____

6. Evaluation criteria

Evaluation will be done for SOR on lowest offer quoted by the bidder.

7. RCIL's Right to Accept/Reject Bids

RCIL 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 Bid documents shall be signed and stamped by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

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 EOI.

10. 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.

11. Bid Earnest Money (EMD)

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

11.2. 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.

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

11.4. 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.

11.5. The successful bidder's EMD will be discharged after the first payment to selected bidder and after deduction of Security deposit amount as per clause 12.

11.6. Earnest Money will bear no interest.

11.7. For Micro and Small Enterprises (MSEs)

11.7.1. 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.

11.7.2. 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.

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

11.7.4. Failing 11.7.2 3and 11.7.3 above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.

12. Security Deposit / Performance Bank Guarantee (PBG)

- 12.1. In case Customer ask for PBG by Railtel then the successful bidder has to furnish security deposit in the form of Performance Bank guarantee @ 3 % of issued PO/ LOA value, the same should be submitted within 30 days of issue of LOA/PO, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. This PBG should be from a Scheduled Bank and should cover warranty period plus three months for lodging the claim. The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.
- 12.2. The Performa for PBG is given in Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately.
- 12.3. The security deposit/PBG shall be submitted to Corporate Office & will bear no interest.
- 12.4. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in interest of bidder to obtain RailTel's Bank IFSC code, Its branch and address and advise these particulars to the BG Issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.
- 12.5. The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract, duly adjusting any dues recoverable from the successful tenderer. Security Deposit in the form of DD/Pay Order should be submitted in the favour of "Railtel Corporation of India Limited" payable at New Delhi Only.
- 12.6. Any performance security upto a value of Rs. 5 Lakhs is to be submitted through DD/Pay order / online transfer only.

13. Deadline for Submission of Bids

Bids must be submitted to RCIL 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 RCIL, the bids will be received up to the specified time in the next working day.

14. Late Bids

Any bid received by RCIL 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.

16. Details of Financial bid

- a. The financial bid should clearly bring out the cost of the work with detailed break-up of taxes.
- b. The financial bid must be submitted as per proforma under clause No.:5 “Schedule of Rates”

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. Variation in Contract

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

19. 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 | |

20. 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) |
|------|--------|-----------|-----------------------------------|
| | | | |
| | | | |

21. Period of Association/Validity of Agreement

The firm shall procure Oracle licenses as per scope of work in the name of M/s The Cotton Corporation of India Limited alongwith 1st year Annual technical support. RCIL shall be issuing PO for one time license procurement alongwith ATS for 1st year and shall be issuing subsequent PO from 2nd year onwards for each year's ATS renewal.

22. Eligibility criteria

- 22.1. The bidder should be active empaneled partner of RailTel. Bidder shall submit copy of LOI issued by RailTel for partner empanelment and copy of PBG submitted to RailTel.
- 22.2. The bidder should be active partner of M/s Oracle. Proof of partnership shall be submitted along with bid.

23. 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. 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.
5. Quotation should be valid for a minimum period of 180 days from the date of opening of EOI.
6. Printed conditions on the back side of the offers will be ignored.
7. Any increase in taxes and duties after expiry of the delivery period will be to supplier's account. This will be without prejudice to the rights of RCIL for any other action including termination.
8. RCIL shall have the right to terminate the contract by giving 30 days notice without assigning any reasons thereof. However, in the event of any breach of terms of the contract, RCIL will have right to terminate the contract by written notice to the Seller.
9. 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.
10. In case of any dispute or difference arising out of the contract which can not be resolved mutually between RCIL and vendor, it shall be referred to a Sole Arbitrator to be appointed by the CMD, RCIL.
11. The Arbitration and Conciliation Act, 1996 and rules made there under shall apply to the Arbitration Proceedings.
12. 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.
13. RCIL may place the order in full or partial manner based on customer requirement.
14. List of Documents to be submitted for bidding

- Covering Letter
- RailTel LOI for partner empanelment and PBG copy
- Oracle partner proof document
- Format for statement of deviation (clause no.-20)
- Format for providing Bidder's information (clause no.-19)
- Commercial Offer
- Signed and Stamped EOI document
- Any other relevant document
- Tender Cost and EMD
- GST Registration Certificate
- MSME Certificate



Format for COVERING LETTER

COVERING LETTER (To be on company letter head)

EoI Reference No: **RCIL/EOI/CO/ITP/2022-23/ IT services to RCIL Customer/05 dated 21.06.22**

Date:
To,

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

Dear Sir,

SUB: Participation in the EoI process

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

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

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

We hereby Submit EMD amount of Rs. _____ issued vide _____ from Bank _____.

OR

We hereby confirm that Our Firm MSME Number is _____ with validity date _____ and our Firm is eligible for exemption as per clause number 11.7.

Authorized Signatory
Name
Designation

Form No. 1
PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND
(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, having its registered office at 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053 (Herein after called RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Purchase Order No.....dated.....made between.....and..... for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.(Rs only). We (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Tenderer(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Tenderer(s) shall have no claim against us for making such payment.
4. We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the We shall be discharged from all liability under this Guarantee thereafter.
5. We,..... (indicate the name of Bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing

whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

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

Dated the day of 2022

for

(indicate the name of the Bank)

Witness

1. Signature
Name

2. Signature
Name

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

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