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RAILTEL

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

LIMITED TENDER DOCUMENT

FOR

"Development of Business Operation Module"

(Single Packet System)

RAILTEL/TENDER/LT/CO/DNM/2020-21/Business Operation Module/001 Dated-15/05/2020

Tender Copy No.________________________

Sold to__________________________________

RAILTEL/TENDER/LT/CO/DNM/2020-21/Business Operation Module/001 Dated: 15/05/2020

Bid Data Sheet

SHORT TERM LIMITED TENDER NOTICE

Limited Tender Notice No. RAILTEL/TENDER/LT/CO/DNM/2020-21/ Business Operation Module **/001 Dated- 15/05/2020.**

RailTel Corporation of India Ltd. (RailTel) invites Limited tenders (single packet) in sealed covers, as per scope of work given for **"Development of Business Operation Module"** for financial statements of the company.

The details are as under: -

a)	**Last Date and Time of Submission of offer**	**Up to 15:00 hrs of 25/05/2020**
b)	**Time of opening of Limited Tender**	**15:30 hrs of 25/05/2020**
c)	**Validity of offer**	**90 days**
d)	**Delivery period**	**90 days**
e)	**Approximate value of the work**	**Rs. 38,00,000/-** **(Rupees Thirty Eight Lakhs Only)**
f)	**Earnest Money (EMD): (To be deposited in the form of Bank Draft in favour of RailTel Corporation of India Limited, Payable at Delhi)**	**Rs. 76000/-** **(Rupees Seventy Six Thousand only).**
g)	**Cost of Tender Document**	**Rs. 1000/- to be submitted as a bank draft Payable in favor of "RailTel Corporation of India Limited."**
h)	Copy of Tender Document is enclosed herewith & also sent through email. All pages of original tender document duly signed by the tenderer along with the offer is to be submitted to this office at RailTel Corporation of India Ltd., Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023	

Rohit Kumar
Manager/IT
For & on behalf of
RailTel Corporation of India Ltd.

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CHAPTER-1

OFFER LETTER

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

I/We ____ have read the various conditions detailed in tender document attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of **90** days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the **"Development of Business Operation Module"** as per Schedule of Requirement and Technical Specification for Limited Tender **No. RailTel/Tender/LT/CO/DNM/2020-21/Business Operation Module /001 dated 15/05/2020** for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to rendering of services within 90 days from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of PO and to carry out rendering the services according to the Specifications laid down by the Railtel for the present order.

I agree for payment of Security Deposit or Performance Bank Guarantee as per terms & conditions of tender within 30 days after receipt of LOA/PO to that effect.

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS CONTRACTOR (S) ADDRESS

1.
2.

CHAPTER-2

SCHEDULE OF REQUIREMENT (SOR)

S.N.	Item Description	Cost	CGST @ --%	SGST @ --%	IGST @ --%	Total Cost	
		(a)	(b)	(c)	(d)	In Fig	In Words
SOR-I	Fees for carrying out the integration of Financial statement reporting in ERP ORACLE as per specification and details mentioned in Chapter-3.						

Information to Bidder for Compliance:

1. All items should be quoted as per Technical specifications and Details defined in Chapter-3.

2. Supplier should have a registered office in India to provide sales and 24x7 support in India.

3. GSTIN ID of vendor must be furnished from where goods will be supplied.

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CHAPTER-3

Technical Specifications

RailTel is looking forward to streamline the Financial Statement Reporting in the ERP System (Oracle) and also reconcile the same with the GL data as existing in the system:

Brief Scope of work:

1) Integration of Financial Statement Reporting like Balance Sheet (B/S), Statement of Profit & Loss, Cash flow statement etc. and all the Notes to Accounts, as per Ind AS.
2) The said integration should be region-wise and company as a whole.
3) Provision for generation of said Financial Statement Reporting on real time basis, along with the comparatives.
4) Key user and End user training to be provided as and when required.
5) A dedicated team of competent professionals and need to be assigned onsite/offsite by the consultant, for the entire duration of the project, till Go-Live.

Other terms & conditions:

1) The Project Plan need to be agreed mutually to finalise the scope of work which will become key deliverables for the project.

2) The details of Resources to be deployed for the project should be mentioned in the offer. Further, the resources deployed should have relevant skills and experienced to handle similar kind of assignment.

3) The consultant shall provide CVs of the personnel to RailTel before deployment at RailTel Office.

4) Time is the essence of the project therefore, it needs to be completed within three months from the date of PO/LOA, including integration testing and Go-Live.

5) The consultant will also provide the Post Go-Live support for 2 months.

6) The consultant shall be required to execute a Contract Agreement, with RailTel, containing the detailed terms & conditions, as per the format provided by RailTel.

7) Development may be done on ERP or a separate software may be developed for the same. However, software will be installed in our Data Centre.

8) Selection will be done on L-1 basis.

CHAPTER-4

Commercial Terms & Conditions

1. Scope of work, Offer Letter and Validity of Offer

1.1 The bidder shall complete the offer letter (Chapter 1) and the price schedule (SOR) furnished in the bid documents, indicating the services to be rendered, description of the work, associated technical literature and prices etc.

1.2 The offer should remain valid for a period of **90** days from the date of opening.

2. Delivery Period, Validity of Contract and Variation in Quantity

3.1 The supplier will have to develop with go live business operation module as per SOR within **90 days** of issue of confirmed LOA/PO.

3.2 **Validity of Contract:** The Validity of contract shall be one year from the date of acceptance of offer.

3.3 **Variation in Quantities:** 30% variation in the quantities (nos.) may be operated during the period of validity of contract with the approval of competent authority at the same rate as specified in the contract.

3. Bill passing & Paying Authority

Accounting unit/bill passing unit for the supplies under SOR is ED/DNM/CO. Bills to be submitted to the ED/DNM/CO for payment.

4. Payment Terms

4.1 Payment will be done after submission of the following documents:

i. 10% payment will be released on submission of design.

ii. 50% payment will be released after development of Balance Sheet, Profit & Loss account, statement of change in Equity and related schedules

iii. 30% payment on development of Notes to the accounts

iv. Balance payment after entire go live of the required module.

5. Performance Bank Guarantee (PBG)

5.1 The successful tenderer shall submit 10% of PO value detailed in the Acceptance Offer towards security deposit in the form of FDR or online transfer or irrevocable Bank Guarantee within 30 days of issue of purchase order, 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 purchase order, from any scheduled bank for due fulfillment of contract.

5.2 The security deposit/Performance Bank Guarantee shall be released after two months of go live duly adjusting any dues recoverable from the successful tenderer.

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 own 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 Lakhs is to be submitted through online transfer only if applicable.
3) In case of submission of Security Performance in form of FDR then lien should be created in favor of "RailTel Corporation of India Ltd".

5.3 The security deposit/PBG shall be submitted to Corporate Office & will bear no interest.

6. Rate, Taxes & Duties Taxes

6.1 Tenderer should submit offer on CIP destination basis. Tenderers should clearly indicate separately ex-works basic price, packing charges, forwarding charges, CGST/SGST/IGST/GST, Freight and insurance charges up to destination, applicable for each unit tendered.

6.2 Tenderers are requested to quote under the following terms: -

The tenderers are required to quote in the same rate units/ Sets etc. as given in the tender schedule. Any deviation in this aspect will make the offer liable to be ignored.

6.3 Tenderer should submit firm price offer. Price quoted by the bidder shall remain fixed during the entire period of contract. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.

7. Liquidated Damages

The timely delivery is the essence of this contract. Liquidated damages will be applicable at the rate of half percent per week or part thereof for undelivered portion subject to a maximum of 10 % of the cost of unsupplied quantities/material.

8. Transportation

Not applicable

9. Statutory Deduction

These will be made at source at the time of making payment as per the prevalent rules.

10. Purchaser's Right to Accept or Reject Bid

10.1 The Purchaser reserves the right to accept or reject any bid, to annul the process at any time prior to award of contract and without thereby incurring any liability to the affected bidder or bidders on the grounds of the Purchaser's action

10.2 **Issue of Letter of Acceptance (LOA/PO)**

The bidder shall give his acceptance within 7 days of issue of the LOA/PO.

11. BID PRICE

11.1 The bidder shall give the total composite price inclusive of all levies and taxes, etc. The basic unit price and all other components of price need to be individually indicated against the goods it proposes to provide service under the contract as per schedule of requirement given in Chapter 2. The price shall be firm in Indian Rupees and FOR Destination. No Foreign exchange will be made available by the purchaser.

11.2 The breakup of price of each item of SOR in terms of basic Unit price, GST, other taxes and any other Levies/charges already paid or payable by the supplier shall also be indicated separately.

11.3 **FALL CLAUSE:** The firm shall undertake that in case the firm offers same material at a lower price to any other purchaser including Central/State/Government Organization or Public Sector Undertaking, during the validity of Rate Contract, the equal benefit of lower prices will be passed on to RailTel.

11.4 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

12. Clause wise Compliance

Clause wise compliance statement of the Terms & Conditions shall be enclosed with the offer along with the technical literature of the material and other documents in support of relevant clauses.

13. FORCE MAJEURE

Force majeure shall mean-

- War, hostilities (weather was be declared or not), invasion, act of foreign enemies.
- Rebellion, revolution, insurrection, or military or usurped power, or civil war.
- Ionizing radiation, or combination by radio activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Presume waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his subcontractors and arising from the conduct of the works.
- Loss or damage due to the use or occupation by the Employer of any section or part of the Permanent Works, except as may be provided for in the Contract.
- Loss or damage due to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible, and
- Any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.

14. SETTLEMENT OF DISPUTES/Arbitration

i. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be at New-Delhi.

ii. All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered maybe entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.

iii. The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation of India Limited, if the value of claim is up to Rs. 10 lakhs. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel’s nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the Controversy or disagreement, continue to fulfil their obligation under this Agreement so far as they are reasonably able to do so.

15. Earnest Money Deposit (EMD)/ Bid Security

15.1 The bidder shall furnish a sum as given in Bid Data Sheet (BDS) Chapter 5 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 New Delhi.

15.2 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 Purchase order and fails to furnish performance bank guarantee (security deposit) in accordance with clause 6.

15.3 Offers not accompanied with Earnest Money shall be summarily rejected.

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

15.5 The successful bidder’s EMD will be discharged upon the bidder’s acceptance of the purchase order satisfactorily and furnishing the performance bank guarantee in accordance with clause 7.

15.6 Earnest Money will bear no interest.

16. GOVERNING LAWS

This contract shall be interpreted in accordance with the laws of India. The courts at New Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

17. TERMINATION FOR DEFAULT

20.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Tenderer, terminate this contract in whole or in part.

a) If the tenderer fails to deliver any or all of the goods within the time period(s) specified in the contract.

b) If the tenderer fails to perform any other obligation(s) under the contract; and

c) If the tenderer, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

d) In case of any of the above circumstances the RailTel shall pay the supplier for all products and services delivered till point of termination as per terms and conditions of the contract. However, any recovery and losses occurred to RailTel will be recovered from Contractor up to the value of contract.

If 10% or more equipment found to be failed frequently again and again, the bidder may be barred for participating in the tender for a period of two years besides the above penalties to be imposed. Railtel keeps the right to terminate the contract in case of poor performance of quality and reliability of product supplied

18. TERMINATION FOR INSOLVENCY

The purchaser may at any time terminate the contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect nay right of action or remedy which has accrued or will accrue thereafter to the Purchaser

19. Bid Submission and Opening Date

19.1 Each and every page of bid should be signed by authorized representative of the form. Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed in the bid.

19.2 The bid should be submitted in original and copy will not be acceptable. The packet containing the bid duly marked “ORIGINAL” should be sealed by the personal seal of the bidder.

19.3 The envelope shall be addressed to the Purchaser at the following address:
RailTel Corporation of India Ltd.
Plate-A, 6th Floor, Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023

19.4 The envelope shall bear name of work, the tender no, and the words “DO NOT OPEN BEFORE” (due date).

19.5 Bid should be delivered to the above address so as to reach up to 15:00 hours of due date. The bids shall be opened at 15:30 Hrs on the same day in the above office in the presence of representative of the bidder. Bid received after due date and time shall be summarily rejected and shall not be opened.

20. Evaluation of Offer:

"For the purpose of relative ranking of offers, all inclusive value for services to be rendered will be considered and selection will be done on L-1 basis.

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21. Security Considerations & Security Agreement:

Deleted.

CHAPTER-5

Form No. 1

Performa for Performance Bank Guarantee

PERFORMANCE BANK GURANTEE BOND

(On Stamp Paper of Rs One Hundred)

(To be used by approved Scheduled Banks)

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

1. (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) / 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 there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

   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,………………………………………………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) Supplier(s).

We, the ………………………………… Bank further agree that this guarantee shall be invokable at our place of business at …………………/New Delhi (indicate detailed address of local New Delhi Branch with code no.).The branch at New Delhi is being advised accordingly.

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

Dated the day of 2020

for ……………………………………………….

(Indicate the name of the Bank)

Witness

1. Signature
   Name
2. Signature
   Name