

RAILTEL CORPORATION OF INDIA LTD.

(A Govt. of India Enterprise)

Plot No. 143, Institutional Area, Opposite-Gold Souk, Sector-44, Gurgaon-122003

No. RailTel/EOI/MKTG/2019-20/DSP/493

Date : 24.09.2019

Corrigendum-III

Subject: “Expression of Interest (EOI) for Empanelment of Digital Service Partner (DSP) to provide innovative ICT solutions hosted in RailTel’s State of art Data Centre & PAN India NLD/Broadband Network platform to provide unique Services & Solutions to Government and Public Sector in terms of improving productivity, Citizen Services, Healthcare, Education Services and Railway related services etc.”

References:

- (i) EOI No. RailTel/EOI/MKTG/2019-20/DSP/493 dt. 29th July 2019
- (ii) Prebid Meeting held on 14.08.2019
- (iii) Corrigendum-I dt. 29.08.2019
- (iv) Corrigendum –II dt. 20.09.2019

In reference to above, the following amendments to the EoI clauses are issued.

| S. N. | Clause No. / Page No. | Revised Clause Description |
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| 1 | Clause 2.4.32 / Page 14 | <p>Any other mutually agreeable services in line of the above, provided the proposed technology / service meets the following criterion:</p> <p>2.4.32.1 The unique technological proposition must mitigate any of the existing concerns of Railways/Government/PSUs and result in saving / preserving their property/assets in terms of its reduced expenditure by way of automation and optimization .</p> <p>2.4.32.2 The unique technological proposition must address a prevailing concern of the Railways/Government/PSUs enmasse.</p> <p>2.4.32.3 The unique technological proposition that utilizes the existing Country Wide IT infrastructure of RailTel shall get preference and priority.</p> <p>2.4.32.4 The unique technological proposition must be scalable to a size and spare bandwidth that is available - Country wide IT network of RailTel.</p> |
| 2 | Clause 3/ Page | Eligibility Criteria: |

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| | 15 | <p>3.1 This process is open to all applicants who fulfil the eligibility criteria as set out in Annexure 'A' of the reference document. Applicants should furnish information on the lines of Annexure-A in their EOI proposal.</p> <p>Please note there may be multi-stage selection process. The objective of this request for EOI is to identify and empanel the eligible applicants having requisite ICT capability, experience & expertise and are interested in partnering with RailTel to jointly provide services as detailed in this document.</p> <p>3.2 In order to widen the scope and provide an opportunity to a wide spectrum of Service providers the following shall also be considered:</p> <p>3.2.1 For International bidders of this Expression of interest who are able to meet the requirements of clause 2.4 , if required due consideration shall be accorded to the requirements of clause 3.1 as above.</p> <p>3.2.2 In case an International bidder of this expression of Interest in order to meet the requirements of Clause 3.1 requires entry into India shall be given a time period not exceeding six months to meet all the mandatory requirements of clause 3.1.</p> <p>3.2.3. In case of an International bidder of this expression of Interest by virtue of its unique proposition to address a chronic issue of Railways/government/PSUs is short listed based on its technical presentation, shall give an undertaking through a self endorsed commitment to meet all the requirements as per Indian regulations by establishing / Activating an Indian entity within the legal frame work and within the corporate structure of the Indian Companies Law.</p> <p>3.2.4 In case an International bidder of expression of Interest by virtue of its technological uniqueness and potential stands out from the rest of the EOI's thus received, shall be considered on the basis of its merit and also the undertaking as in clause</p> <p>3.2.2 as above shall be considered sufficient to progress it to next formulation of a proper agreement between the two parties.</p> |
| 3 | Clause 2 of Annexure-A/ Page 30 | <p>Consortium: Consortium is allowed in Open Category only. A consortium may comprise of any of the entity mentioned above and there can be maximum three number of members in a consortium. Only one offer shall be accepted from any organization, for similar kind or product/ service. A consortium agreement and undertaking has to be attached with the EOI documents (ANNEXURE-E). The consortium members can form a JV or a new business entity to implement the service in the post EOI stage but before execution of agreement with RailTel. However, if any member of the Consortium quits the consortium during the service implementation phase, the Lead bidder shall be responsible to continue the service for the duration of the agreement with the Competent Authority (RailTel). The remaining member may be allowed to induct a new member under intimation to the Competent Authority (RailTel) for the duration of the service. However, at all times, the consortium should meet the eligibility criteria laid in this EoI. No consortium is allowed in 'Start Up / Incubate Category'.</p> |

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| 4 | Clause 2.2.5 of Annexure C/ Page 40 | <p>EBG of Rs 2,00,000/- (Rupees Two Lakhs) and service specific PBG on service to service basis shall be submitted by the DSP to RailTel as per clause 14.4 of the EOI. DSP / PARTNER may have back-end relationship with other specialized entities for providing necessary equipment / services / solutions. These relationships shall not have any liability on RailTel and RailTel shall, in no way, be a party to it and should be indemnified.</p> <p>The already submitted EBG will be counted towards the Performance Bank Guarantee (PBG) value required to be submitted by DSP. Therefore, the amount of EBG will be deducted from the PBG value and the DSP will be required to submit PBG of difference amount only.</p> |
| 5 | Clause 14.11 (b) /Page 28 | <p>Without prejudice to the provisions hereof, in the event of any dispute, difference, conflict or question arising between the parties hereto relating to or concerning or arising out of this agreement, the same shall be referred to arbitration, which shall be held in New Delhi. The arbitration proceedings shall be in accordance with the provision of the arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. Arbitrator shall be appointed by both the parties mutually. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in the English language. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides</p> |
| 6 | Clause 8.1 of Annexure C/ Page 44 | <p>Agreement shall remain in force initially for a period of Three(03) years on non-exclusive basis from the date of signing the agreement and can be extended further with mutual consent. This agreement shall be valid for its full term unless revoked as per the clauses and mechanism defined in this Agreement. RailTel reserves the right to enter in agreement with other partners also except in respect of services which have already been made operational with the DSP.</p> |
| 7 | New clause with Clause no. 3.1.5 of Annexure C | <p>New Clause is Added as below:</p> <p>In case, RailTel has a requirement to consume the services internally, then whenever more than one DSP is providing an equivalent service, price discovery will be made among them. In case service is provided by only one DSP then price discovery will be made by a nominated committee which will evaluate the cost of delivering the service and/or market reference available for similar services. In case the service is unique with no precedence and reference, then cost of service will be determined by evaluating the elements in the cost inputs.</p> |

All other terms and conditions, and dates of EoI will remain unchanged.

(K. Manohar Raja)
Executive Director/ EB