

Corrigendum - 3 for Request for Proposal  
To Build, Operate and Maintain Railway Display Network



RailTel Corporation of India Ltd.

Plot No. 143, Institutional Area, Sector -44

Gurgaon-122003, Ph: 0124-4236085-86, Fax: 0124-4236084

Website: [www.railtelindia.com](http://www.railtelindia.com)

## 1 Corrigendum for Request to Build, Operate and Maintain Railway Display Network

In reference to the Request for Proposal to build, operate and maintain Railway Display Network reference no. RailTel/RFP/OT/CO/DNM/2017-18/RDN/385 dated: 17<sup>th</sup> July 2017 and subsequent corrigendum released, all are advised to note following:

S. No.	RFP /Corrigendum Reference	Original Version	Modified Version
1	Corrigendum 1, Point No. 33	<p>However, bidder may quote the minimum commitment according to their business case and can quote the minimum commitment much higher than the reserved price mentioned above. The minimum year on year quote mentioned in the commercial bid shall be exclusive of taxes.</p> <p><b>The successful bidder shall submit the reconciliation report for RailTel's payout (along with any reconciliation and penalty adjustment) for each quarter within 15 days from the completion of corresponding quarter, RailTel will raise invoice on quarterly basis for the amount calculated on the basis of mechanism devised in the RFP along with GST at the applicable rates. RailTel's payout for each quarter as per the invoice shall be settled and paid for within 15 days from the date of invoice.</b></p> <p><b>Note: The above text in bold font shall be applicable for all quarters.</b></p>	<p>However, bidder may quote the minimum commitment according to their business case and can quote the minimum commitment much higher than the reserved price mentioned above. The minimum year on year quote mentioned in the commercial bid shall be exclusive of taxes.</p> <p><b>The successful bidder shall submit the reconciliation report for RailTel's share (along with any reconciliation of penalty adjustment) for each quarter within 15 days from the completion of corresponding quarter, RailTel will raise invoice on quarterly basis for the amount calculated on the basis of mechanism devised in the RFP along with GST at the applicable rates. However, RailTel's payout shall be settled as per the methodology defined for escrow account opened for this purpose. Amount received by RailTel from escrow account will be reflected in the quarterly invoice and any shortfall in the quarter shall be settled and paid for with in 15 days from the date of invoice. GST will be in addition to amount calculated as above and also on electricity charges to be billed to the selected bidder.</b></p> <p><b>Note: The above text in bold font shall be applicable for all quarters.</b></p>
2	Corrigendum 1, Point No. 32	<p><b>14.30. Integrity Pact Program</b></p> <p>a) RailTel has adopted Integrity Pact Program and for implementation thereof all tenders relating to procurement of OFC, quad cable, pre-fab shelters, electronic equipments and its installation and/or commissioning etc and other item(s) or activity/activities proposed to be carried out or required by the</p>	<p><b>14.30. Integrity Pact Program</b></p> <p>a) RailTel has adopted Integrity Pact Program and for implementation thereof all tenders relating to procurement of OFC, quad cable, pre-fab shelters, electronic equipments and its installation and/or commissioning etc and other item(s) or activity/activities proposed to be carried out or required by the</p>

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		<p>Company for the value exceeding Rs. 25 crores at a time including for repair and maintenance of cable/network and any other items required for special works assigned to RailTel/REL will be covered under the Integrity Pact Program and the vendors are required to sign the IP document and submit the same to RailTel/REL before or along with the bids.</p> <p>b) Only those vendors who have purchased the tender document and signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMNs) through the nodal officer, i.e. Chief Vigilance Officer (CVO), RailTel.</p> <p>Name of IEMs and contact details:</p> <p>a) Sh. Ashok Kumar e-mail: Garg, New Delhi <a href="mailto:akgarg1654@gmail.com">akgarg1654@gmail.com</a></p> <p>b) Sh. Jayanta Kumar e-mail: <a href="mailto:jkroy.its@gmail.com">jkroy.its@gmail.com</a> Roy, Kolkata</p> <p>Name &amp; contact details of Nodal Officer (IP) in RailTel:</p> <p>Chief Vigilance Officer RailTel Corporation of India Ltd Plot No 143, Sector 44, Gurgaon-122003</p> <p>c) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the</p>	<p>Company for the value exceeding Rs. 25 crores at a time including for repair and maintenance of cable/network and any other items required for special works assigned to RailTel/REL will be covered under the Integrity Pact Program and the vendors are required to sign the IP document and submit the same to RailTel/REL before or along with the bids.</p> <p>b) Only those vendors who have purchased the tender document and signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMNs) through the nodal officer, i.e. Chief Vigilance Officer (CVO), RailTel.</p> <p>Name of IEMs and contact details:</p> <p>a) . Sh. Ashok Kumar . e-mail: Garg, New Delhi <a href="mailto:akgarg1654@gmail.com">akgarg1654@gmail.com</a></p> <p>. b) . Sh. Jayanta Kumar . e-mail: <a href="mailto:jkroy.its@gmail.com">jkroy.its@gmail.com</a> Roy, Kolkata</p> <p>Name &amp; contact details of Nodal Officer (IP) in RailTel:</p> <p>Chief Vigilance Officer RailTel Corporation of India Ltd Plot No 143, Sector 44, Gurgaon-122003 <b>Email:cvo@railtelindia.com</b></p> <p>c) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the</p>

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		<p>vendors at bid stage itself, the Pact shall continue to be applicable.</p> <p>d) Bidder of Indian origin shall submit the Integrity Pact (in 2 copies) on a non judicial stamp paper of Rs. 100/- duly signed by the person signing the bid. If the bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.</p> <p>e) Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.</p> <p>f) The 'Integrity Pact' shall be submitted by the Bidder duly signed in all pages along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'. Tender received without signed copy of the Integrity Pact document will be liable to be rejected. Proforma for signing the Integrity Pact is available in Annexure-5 of this Corrigendum document.</p> <p>g) One copy of the Integrity Pact shall be retained by RailTel/REL and the 2nd copy will be issued to the representative of the bidders during bid opening. If the Bidders representative is not present during the Bid opening, the 2nd copy shall be sent to the bidder by post/courier.</p>	<p>vendors at bid stage itself, the Pact shall continue to be applicable.</p> <p>d) Bidder of Indian origin shall submit the Integrity Pact (in 2 copies) on a non judicial stamp paper of Rs. 100/- duly signed by the person signing the bid. If the bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.</p> <p>e) Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.</p> <p>f) The 'Integrity Pact' shall be submitted by the Bidder duly signed in all pages along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'. Tender received without signed copy of the Integrity Pact document will be liable to be rejected. Proforma for signing the Integrity Pact is available in Annexure-1 of this Corrigendum document.</p> <p>g) One copy of the Integrity Pact shall be retained by RailTel/REL and the 2nd copy will be issued to the representative of the bidders during bid opening. If the Bidders representative is not present during the Bid opening, the 2nd copy shall be sent to the bidder by post/courier.</p> <p><b>h) The Integrity Pact is applicable in this tender vide CVC circular no. 10/05/09 dt. 18.05.09 and revised guideline of</b></p>

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			<b>CVC circular no. 015/VGL/091 dt. 13.01.17 or the latest updated from time to time shall be followed.</b>
<b>3</b>	Section 14.27 Point No. 2.1 (RFP)	<p><b>2.1. Financial Bank Guarantee (FBG):</b></p> <p>2.1.1.The successful bidder shall submit a rolling FBG. For Year 1 and Year 2, the successful bidder is expected to maintain an FBG equivalent to aggregate minimum commitment quoted for year 1 and Year 2. For Year 3 onwards, the successful bidder is expected to maintain an FBG equivalent to twice the total revenue payable to RailTel in the last year i.e. in across year 3, the successful bidder is expected to maintain an FBG on twice the amount payable to RailTel in year 2. (This shall be over and above the charges to be paid to IR &amp; RailTel towards infrastructure facilities if applicable). The bank guarantee would be valid across contract duration and till 2 years post the completion of the contract. The rolling bank guarantee needs to be updated within first 15 calendar days of every year.</p>	<p><b>2.1. Financial Bank Guarantee (FBG):</b></p> <p>2.1.1.The successful bidder shall submit a rolling FBG. For Year 1 and Year 2, the successful bidder is expected to maintain an FBG equivalent to aggregate minimum commitment quoted for year 1 and Year 2. For Year 3 onwards, the successful bidder is expected to maintain an FBG equivalent to twice the total revenue payable to RailTel in the last year i.e. in across year 3, the successful bidder is expected to maintain an FBG on twice the amount payable to RailTel in year 2. (This shall be over and above the charges to be paid to IR &amp; RailTel towards infrastructure facilities if applicable). The bank guarantee would be valid across contract duration and till 2 years post the completion of the contract. <b>The rolling bank guarantee needs to be renewed 15 days prior to its expiry.</b></p>
<b>4</b>	Corrigendum-1 Point No. 29 (Duration of Contract)	The contract period will commence from the date of issue of Letter of Intent (LoI). The LoI would be provisional. Enforceable contract	The contract period will commence from the date of issue of Letter of Intent (LoI). The LoI would be provisional. Enforceable contract would

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		would be executed only on successful financial closure as mentioned in section 8 of this RFP. The term of the contract shall be valid for period of 10 years including implementation time period. The term of the contract doesn't include the transition phase. The contract duration may be extended with mutual consent between RailTel and the successful bidder on mutually agreed terms and condition which will be reviewed and can be revised if required. The period of such extension shall be at the sole discretion of RailTel. RailTel may, at its sole discretion initiate a process to do best price discovery with the first right of refusal to the incumbent/ successful bidder for the extended period.	be executed only on successful financial closure as mentioned in section 8 of this RFP. The term of the contract shall be valid for period of 10 years including implementation time period. The term of the contract doesn't include the transition phase. The contract duration may be extended <b>for a period of five years</b> with mutual consent between RailTel and the successful bidder on mutually agreed terms and condition which will be reviewed and can be revised if required. RailTel may, at its sole discretion initiate a process to do best price discovery with the first right of refusal to the incumbent/ successful bidder for the extended period.
5	Section 12.9 - Submission of Bids through Online Process (RFP)		<b>Updation:</b>  TCIL e-Tender No. a) RCIL – 2017 – TN000015 – Region 1 b) RCIL – 2017 – TN000016 – Region 2
6	Section 10- Eligibility Criteria (RFP)	<b>S No. 2. Documents Required-</b> Implementation Certificate from Client. The completed work should not be older than 3 years from the date of release of the RFP  (For digital display screens on-going project where deployment is completed and currently under operation and maintenance phase shall	<b>S No. 2. Documents Required-</b> Implementation Certificate from Client. The completed work should not be older than 3 years from the date of release of the RFP  (For digital display screens on-going project where deployment is completed <b>(minimum 6 months from the date of bid submission)</b> and

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		<p>be considered. For network devices – completed projects shall be considered )</p> <p>Refer to Annexure 3 for the list of acceptable network devices</p> <p><b>S No. 7. Documents Required-</b> Implementation Certificate from Client. The completed work should not be older than 3 years from the date of release of the RFP</p> <p>(For digital display screens on-going project where deployment is completed and currently under operation and maintenance phase shall be considered)</p>	<p>currently under operation and maintenance phase shall be considered. For network devices – completed projects shall be considered )</p> <p>Refer to Annexure 3 for the list of acceptable network devices</p> <p><b>S No. 7. Documents Required-</b> Implementation Certificate from Client. The completed work should not be older than 3 years from the date of release of the RFP</p> <p>(For digital display screens on-going project where deployment is completed <b>(minimum 6 months from the date of bid submission)</b> and currently under operation and maintenance phase shall be considered)</p>

## 1.1 Annexure 1 – PROFORMA FOR SIGNING THE INTEGRITY PACT

(Stamp Paper)

### PROFORMA FOR SIGNING THE INTEGRITY PACT

RailTel Corporation of India Limited, hereinafter referred to as “The Principal”.

And

....., hereinafter referred to as “The Bidder/ Contractor”

#### Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for .....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.



2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2- Commitments of the Bidder(s) / Contractor(s)**

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure A.
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3: Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B".

## **Section 4: Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to be terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5: Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

#### **Section 6: Equal treatment of all Bidders / Contractors/Subcontractors.**

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7: Criminal charges against violation by Bidder(s) / Contractor(s) / Sub contractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Section 8: Independent External Monitor / Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the CMD, RailTel within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to provided to Independent Directors on the RailTel Board.
8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

#### **Section 9: Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of RailTel.

## Section 10: Other Provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of Bidder/Contractor)

(For & on behalf of the Principal)

(Office Seal)

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

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