



CORRIGENDUM No.12

Corrigendum no. 12 dated 18.03.2023

EOI No: RailTel/SR/SC/Mktg/DCG_ICG-EoI-ERP Solution dt. 04-02-2023

Expression of Interest (EoI) for Selection of Consortium Partner from its Empanelled Business Associates(BA)/ Business Partners (BP) for ERP Solution for Digital Coast Guard Tender No: File no. IT/3002/DCG/Dir(Systems)-dt :03-11-2022 "REQUEST FOR TECHNICAL AND COMMERCIAL PROPOSAL FOR 'DIGITAL COAST GUARD (DCG)'PROJECT INCLUDING CORE IT INFRASTRUCTURE FOR ICG (DATA CENTRE, DISASTER RECOVERY DATA CENTRE, NEAR LINE DATA CENTRE, PAN ICG MPLS/ VSAT CONNECTIVITY) AND ERP PACKAGE 'SAFAL' COMPRISING SURFACE & AVIATION OPS LOGISTIC, FINANCE AND HUMAN RESOURCE MANANMENT MODULES" as per the description and specifications. Scope of ERP Solution Provider against the DCGs ERP Solution sub-component is considered in this EOI."

This Corrigendum is issued for adding the format of Consortium Agreement that would be signed with Business associate selected through this EOI.

CONSORTIUM AGREEMENT

THIS Consortium Agreement ("Agreement") is executed at Hyderabad on this _____ day of March 2023

Between

RAILTEL CORPORATION OF INDIA LIMITED (CIN: L64202DL2000GOI107905) a Company incorporated under the Companies Act, 1956 and having its Registered and corporate Office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 and Southern Region Office at 1-10-39, 6A, 6th floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Begumpet – 500016 (Hereinafter called the "**Lead Member/RailTel**", which expression shall include its successors, executors and permitted assigns)

And

_____**(CIN: _____)** a Company incorporated under the Companies Act, 1956 and having its Registered Office _____(hereinafter called the "**Consortium Partner**", which expression shall include its successors, executors and permitted assigns),

WHEREAS, each Member individually shall be referred to as the "Member/Party" and both Members shall be collectively referred to as the "Members/Parties" in this Agreement.

WHEREAS Ministry of Defence has invited Technical and Commercial Proposal for File no. IT/3002/DCG/Dir (Systems)-dt :03-11-2022 "DIGITAL COAST GUARD (DCG)'PROJECT INCLUDING CORE IT INFRASTRUCTURE FOR ICG (DATA CENTRE, DISASTER RECOVERY DATA CENTRE, NEAR LINE DATA CENTRE, PAN ICG MPLS/ VSAT CONNECTIVITY) AND ERP PAKCAGE 'SAFAL' COMPRISING SURFACE & AVIATION OPS LOGISTIC, FINANCE AND HUMAN RESOURCE MANAGEMENT MODULES" as per the description and specifications. (Hereinafter referred to as "Project").

WHEREAS the Parties are interested in jointly bidding for the Project as members of a Consortium and in the event of selection of Bidding Consortium as the Project Implementing Consortium, to comply with the requirements as specified in the Tender and ensure execution of the Tender's Scope of Work as per the terms and conditions of the Tender as may be required to be entered into with the End Customer.

And Whereas parties are willing to enter into a consortium wherein the parties with their expertise can jointly participate in the RFP process and submit a proposal to the customer (RFP Response) and post RFP to execute the work as per RFP requirements and clarifications issued by customer as per the terms & conditions as agreed mutually hereunder.

WHEREAS the PARTIES are fulfilling the prequalification criteria as per the requirement of "Tender" in all respects and all the Parties do hereby unequivocally agree that **RAILTEL CORPORATION OF INDIA** shall be the "Primary Bidder" (Lead Bidder) of the Consortium and shall have the Power of Attorney from all other Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of the Contract when all the obligations of the Consortium shall become effective

WHEREAS the tender document stipulates that the Lead Member may enter into a Consortium Agreement with another Company/ Corporate entity to fulfill the Financial and Technical Eligibility Criteria as stipulated in the tender document. The Members of the Bidding Consortium will have to submit a legally enforceable Consortium Agreement.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Parties to this Agreement do hereby unequivocally agree that M/s RAILTEL CORPORATION OF INDIA, shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of Consortium Partner M/s._____.
2. That members of the consortium have represented and assured each other that they shall abide by and be bound by the terms & conditions stipulated by End Customer for awarding the work to consortium so that consortium may take up the aforesaid project in case the consortium is awarded the work by the customer.
3. The Lead Member is hereby authorized by the Consortium Partner to bind the Consortium and receive instructions for and on their behalf.

4. Each Member undertakes to be individually liable for the performance of its respective part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. The Parties hereby agree that M/s. _____ will support in fulfilling the Pre-Qualification Criteria wherein Bidder must have implemented ERP solution for minimum 4000 ERP licenses and Bidder must be a CMMi Level-5 Company. _____ will be responsible for Implementation of ERP Solution as per the Scope of Digital coast Guard RFP and the EOI No: RailTel/SR/SC/Mktg/DCG_ICG-Eol-ERP Solution dt. 04-02-2023 (incl. all Corrigendums/ Addendum) through which the firm was selected.
6. It is hereby agreed that the Lead Member shall submit the Proposal and sign the Contract with the End Customer. Consortium members to the extent requested and commercially reasonable shall be available for consultation with Lead Member during any negotiations with customer.
7. In case of breach of any commitment, M/s. _____ Limited shall be liable for the consequences thereof.
8. This Agreement shall be construed and interpreted in accordance with the Laws of India and subject to the arbitration clause, the courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
9. It is hereby further agreed that in case of being shortlisted, the Members do hereby agree that they shall abide by the terms & conditions of the tender document.
10. The Parties hereby undertake to participate in the bidding process only through this Consortium and not individually and/ or through any other Consortium constituted for this Contract, either directly or indirectly or through any of their associates.
11. Subject to clause 14 and 15 of this agreement, it is further expressly agreed that this Agreement shall be irrevocable and shall form an integral part of the bid submitted to Ministry of Defence, Digital Coast Guard Project and shall remain valid till completion of the job assigned to the Consortium.
12. It is hereby agreed that each Party shall be severally responsible for the accuracy and veracity of its representations and information submitted by such Party respectively from time to time in response to the Tender.
13. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under this agreement without the explicit permission of Ministry of Defence, Digital Coast Guard Project.
14. It is hereby agreed that in case of any breach of any of the commitment as specified under this Agreement by the Consortium Members, or if for whatsoever be the reason, the Consortium members are unable to fulfill their obligations as required by the RFP, the Lead member has right to terminate this agreement and to engage other service partner to meet the Tender obligations, before or after the award of the contract to the consortium which shall be at risk and cost of the defaulting consortium member.

15. The Parties acknowledge the importance of co-operation between consortium members and Lead Member for RFP and in case work is awarded to consortium , agree to cooperate with each other in order to ensure smooth implementation of work. Failure to do so will result in termination of consortium agreement.
16. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to their respective Scope of Work in the Project and in accordance with the terms of the Tender Bidding Documents and the Contract, during subsistence of the Contract.
17. The Parties herein undertake to take all necessary measures in order to avoid any conflict of interest during the performance of the project or the contract

18. Confidentiality clause:

The parties appreciate and acknowledge that all aspects of the content of this Agreement shall be treated as confidential and no information in respect thereof shall be disclosed without prior written consent of the other party.

The parties shall treat all information exchanged between them as confidential and shall not disclose such information in any manner whatsoever, in whole or in part, except as provided hereunder.

Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities as may be required by law. In such an event, the party shall inform the other party about the same within 30(thirty) Days, provided further that each party shall whilst this agreement is in force and thereafter keep and procure and ensure that its employees , agents or its affiliates keep in strict confidence any information that it has acquired or may acquire from the other party.

19. Indemnity clause:

The parties agree that they will indemnify, defend , protect and hold harmless each other, their successors and assigns and their directors, officers, employees, agents and affiliates at all times from and after the date of this Agreement against all losses, claims, damages, actions suits, proceedings, demand, assessments, adjustments, cost and expenses including specially, but without limitation, reasonable attorneys' fees and expenses of investigation based upon resulting from or arising out of (a) any inaccuracy or breach of any representation, or warranty given by them as contained in this agreement, (b) the breach by the Parties of, or the failure by parties to observe, any of its covenants or other agreements contained in or made pursuant to this agreement.

20. Severability: In the event any provision of this agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of this agreement which will be in full force and effect.

21. Settlement of Disputes: The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

For this purpose, RailTel will share to the other party, panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The other Party will suggest any 3 names out of the said panel for appointment as sole arbitrator.

Thereafter, out of the said three names so suggested by the other Party, RailTel shall appoint the sole arbitrator. The seat and the venue of arbitration shall be 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. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

22. This Agreement

- a. Has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
- b. Sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
- c. May not be amended or modified except in writing signed by each of the Members and with prior written consent of Ministry of Defence, Digital Coast Guard Project.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s RAILTEL CORPORATION OF INDIA LIMITED (Lead Member)

Signature:

Name:

Designation:

Witnesses:

1) Signature:

Name:

Address:

2) Signature

Name:

Address:

For M/s _____

Signature,
Name:
Designation:

Witnesses:

1) Signature:
Name:
Address:

2) Signature
Name:
Address:

All other terms, conditions and clauses remain same as mentioned EOI/Corrigenda/
addenda issued from time to time.

RailTel Corporation of India Ltd
(A Mini-Ratna PSU under Ministry of Railways)
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