

संदर्भ (Reference): This office EOI No. RAILTEL/TENDER/EOI/ER/HQ/2022-23/1455, Dated 21.03.2023

कार्य का नाम: पुरी (ओडिशा) में केबल लैंडिंग स्टेशन (सीएलएस) के लिए डीपीआर तैयार करने हेतु सलाहकार का चयन।/

Name of work: Selection of consultant for the preparation of DPR for Cable Landing Station (CLS) at Puri (Odisha).

अ. उपर्युक्त ईओआई के संदर्भ में, निम्नलिखित शुद्धिपत्र-1 सक्षम प्राधिकारी के अनुमोदन के बाद जारी किया जाता है:/

A. With reference to the above-mentioned EOI, the following corrigendum-1 is issued herewith after approval of competent authority:

जैसा कि ईओआई दस्तावेज/ईओआई सूचना में दिया गया है, जहां कहीं भी यह दिखाई दे/ As given in the EOI document/EOI Notice wherever it appears	ठीक करने के बाद इस रूप में पढ़ें: / To be corrected and read as:
<p>1. Clause No. 5.2 (at page No. 14): The bidder's turnover from consultancy in India should be more than Rs. 200 crores in each of the last three years viz. 2019-20, 2020-21 and 2021-22.</p> <p>2. Clause No. 5.7 (at page No. 15): The Bidder Should have valid CMMi-3 or above Certification.</p> <p>3. Clause No. 6.1.D (at page No. 17): Certification: (i) CMMI Level 3 (ii) CMMI Level 4 or 5</p> <p>4. Last date & time for submission of Bids: 11.04.2023 up to 14:00 hrs.</p> <p>5. Opening date & time of Bids: 11.04.2023 at 14:30 Hrs.</p>	<p>1. Clause No. 5.2: The bidder's turnover from consultancy/Project Management/ Managed Services/ Project handling in India should be more than Rs. 200 crores in each of the last three years viz. 2019-20, 2020-21 and 2021-22.</p> <p>2. Clause No. 5.7: The Bidder Should have either valid CMMi-3 or above Certification or ISO 9001:2015 & ISO/IEC 27001:2013 Certification.</p> <p>3. Clause No. 6.1.D: Certification: Either (i) CMMI Level 3 (ii) CMMI Level 4 or 5 or (iii) ISO 14001:2013 (iv) ISO 45001:2018</p> <p>4. Last date & time for submission of Bids: 21.04.2023 up to 14:00 hrs.</p> <p>5. Opening date & time of Bids: 21.04.2023 at 14:30 Hrs.</p>

ब. संभावित बोलीदाताओं द्वारा प्रस्तुत बोली-पूर्व प्रश्नों का उत्तर भी इसके साथ संलग्न है।/

B. Reply of pre-bid queries submitted by prospective bidders is also attached herewith.

अन्य सभी नियम और शर्तें अपरिवर्तित रहेंगी।/

All other terms & conditions will remain unchanged.




पूरन सिंह
06/04/2023


वरिष्ठ प्रबंधक (तकनीकी)/निविदा

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र/कोलकाता के लिए/
Sr. Manager (Tech.)/Tender
for RailTel Corporation of India Ltd., Eastern Region/ Kolkata


S. No.	Page No.	Clause No.	Clause	Query raised by the Bidder	Reply from RailTel/Eastern Region
1	11	Phase - 1: 4 (DPR) Months	1. Prepare a Detailed Project Report on establishment of Cable Landing Station at Puri including Estimation of the cost for setup & operation.	Our understanding is that the cost estimate to be provided is ONLY for "Cable Landing Station (CLS)- setup and o&m" and cost estimate of investing/building/landing a Submarine Cable System is not in scope of this item	The estimation of cost to be provided is for Cable Landing station along with all other expenditures for its Set up & Operation..
2	11	Phase - 1: (DPR) 4 Months	2. Identifying and enlisting possible options and ways of submarine cable.	Its not clear what "options and ways of submarine cables" this clause is talking about ? Is it CLS location/routes or potential sub-sea cables which can be landed in CLS?	The possible options include various Routes & potential sub-sea cables which can be landed in CLS Puri .
3	11	Phase - 1: (DPR) 4 Months	3. Cost Benefit Analysis on various alternate options of submarine cable incoming to the CLS. Analyzing the difference of "laying on new submarine cable" vis-s-vis "getting latest international cables like SEA-ME-WE-6 to terminate in the proposed CLS".	Many specific information e.g. SMW-6 cost/investment is confidential and can only provided to one who is investing that too after signing NDA or invited by particular consortium. Will RailTel support is getting those inputs and in case exact numbers not available, RailTel expects consultants to work on high level /publicly available/ past numbers while doing CBA	It include all the existing and future investment for cost benefit analysis form the open forum or as applicable to the prospective bidder.
4	11	Phase - 1: (DPR) 4 Months	5. Indicating the licensing framework for building CLS and laying of Submarine Cable & how RailTel shall comply against the same.	We do have standard license list for Mumbai. Is there any specific requirements for Odisha (puri) from state regulatory perspective and if yes who will support	It is required specifically for Puri Odisha and Govt. of Odisha will support in this matter.
5	11	Phase - 1: (DPR) 4 Months	6. Identifying the clearances needed for setting up of CLS in Puri, laying submarine cable in Indian Waters & International Waters.	Any state specific clearances applicable for Odisha	It has to be taken from Govt. of India and any applicable authority of concerned country.
6	11	Phase - 1: (DPR) 4 Months	7. Identifying the Revenue potential for RailTel through direct monetization of the proposed project.	Is to identify monetization sources by the consultant	Yes, this is also included in the scope of work of the consultant.


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S. No.	Page No.	Clause No.	Clause	Query raised by the Bidder	Reply from RailTel/Eastern Region
7	11	Phase – 1: (DPR) 4 Months	8. Preparation of various options of business model with different revenue vs expenditure models. Each model should indicate the Return on Investment of both RailTel & Govt of Odisha.	Our understanding is that the business models are to be developed ONLY for Neutral "Cable Landing Station (CLS)" proposed to be setup in Puri and business models with investing/building/landing a Submarine Cable System is not in scope of this EOI	The estimation of cost to be provided is for Cable Landing station along with all other expenditures which includes various options of business model with different revenue vs expenditure models and Each model should indicate the Return on Investment for both RailTel & Govt of Odisha.
8	11	Phase – 1: (DPR) 4 Months	9. Indicating the business propositions which can be used for creating awareness amongst Indian enterprise users & international users like Google, AWS, Microsoft, Netflix etc.	Same as above	Same as Clarified in clause No. 8
9	11	Phase – 1: (DPR) 4 Months	10. Identifying the risk & its mitigation plan for entire project.	Same as above /Technical/project Risks identification /mitigation can be supported by Cable ops	It is to be provided is for Cable Landing station along with all other associated works.
10	12	Phase – 1: (DPR) 4 Months	11. Identifying and enlisting the required support, stake, role and assistance of State Govt of Odisha for achieving a commercially feasible "CLS" Venture.	Are you looking for different monetization of the CLS infra such Space, interconnections, MMR, BCP	Yes, Cost of Project should include all the infra.
11	12	Phase – 1: (DPR) 4 Months	13. Standard Template of DPR should have (Indicative List Only):	We understand that the DPR template is indicative and some items and not exactly as per scope as mentioned under point 1-12. E.g. some items in DPR like "means of financing" are either not relevant or inputs needs to be provided by RailTel.	Some undefined points will be decided after finalization of the Consultant.
12	12	Phase – 1: (DPR) 4 Months Clause 13	a. Background and Broad Project Rationale	Though not mentioned in the scope, need clarity whether desktop study for CLS at Puri needs to be done as part of this EOI scope or this was already done or will be done outside the scope of this EOI	It is included in the scope of the work of the consultant.
13	12	Phase – 1: (DPR) 4 Months Clause 13.f	ii. Technology Fee Details	Please elaborate in details	It includes the cost of Royalty/ Licence Fee of the respective technology.


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S. No.	Page No.	Clause No.	Clause	Query raised by the Bidder	Reply from RailTel/Eastern Region
14	12	Phase – 1: (DPR) 4 Months Clause 13	g. Project Execution Strategy	Time Line target is to be specified	It has been already specified in Chapter 12.
15	12	Phase – 1: (DPR) 4 Months Clause 13	i. Implementation Details	Provide detailed expectations from the customer /Any specific expectations in terms of implementation	All the detailed implementation process has to be provided by the consultant.
16	12	Phase – 1: (DPR) 4 Months Clause 13	j. Risk Impact Analysis	Is RIA related to only technical or any other specific risks	It is related to the whole the project for setting up the Neutral Cable Landing Station at puri.
17	12	Phase – 1: (DPR) 4 Months Clause 13	k. Cable and landing station Infrastructure Details	any specific expectations around this ?	It includes the whole project for setting up the Cable Landing Station which include set up and its operation..
18	12	Phase – 1: (DPR) 4 Months Clause 13	l. Environmental Impact Assessment	Need clarity if full-fledged EIA is part of DPR/EOI scope ? OR only high level EIA needs to be done at this stage and full fledged EIA will be done later by RailTel outside the scope of this EOI.	The full fledged EIA has to be done by the consultant during preparation of DPR.
19	12	Phase – 1: (DPR) 4 Months	14. Identifying various other inputs needed, if any.	If Desk top survey has already been carried out and if not should it be part of project estimate.	Same as Clarified in Point No. 12
20	14	5.2	The bidder's turnover from consultancy in India should be more than Rs. 200 crores in each of the last three years viz. 2019-20, 2020-21 and 2021-22.	We suggest to amend the clause, for more participation, as below: The bidder's turnover from consultancy/Project Management/ Managed Services/ Project handling in India should be more than Rs. 200 crores in each of the last three years viz. 2019-20, 2020-21 and 2021-22.	We May consider if required


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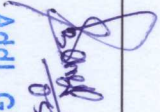
S. No.	Page No.	Clause No.	Clause	Query raised by the Bidder	Reply from RailTel/Eastern Region
21	15	5.7	The Bidder Should have valid CMMI-3 or above Certification	The CMMI certification is generally for software companies. Hence, it should be removed from the pre-qualifications criteria. The Bidder Should have valid ISO 9001:2015 & ISO/IEC 27001:2013 Certification	We May consider if required
22	17	6.1.D	Certification (i) CMMI level 3 (ii) CMMI level 4 or 5	The CMMI certification is generally for software companies. Hence, it should be removed from the technical Evaluation Criteria. We recommend to amend the clause as below: Certification (i) ISO 14001:2015 (ii) ISO 45001:2018	We May consider if required
23	35	Chapter 14	Chapter 14 -Other Terms and Conditions	Bidder requests for an opportunity to negotiate the legal and commercial terms and conditions as providing a blanket acceptance at the EOI stage is difficult. We request RailTel to consider our proposal and allow us an opportunity to negotiate the commercial and legal terms and conditions if selected as the contractor for the present scope.	T&C mentioned in EOI document will not be changed.


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Details of Clarifications against Pre-Bid Queries submitted by **M/s. Deloitte Touche Tohmatsu India LLP** against EOI No. RAILTEL/TENDER/EOI/ER/HQ/2022-23/1455, Dated 21.03.2023 during Pre-Bid Meeting held on 28.03.2023 and supplementary queries sent on 01.04.2023


Srl. No.	Section No.	Page No.	Content of the RFP Requiring Clarification	Clarification Sought	Reply from RailTel/Eastern Region
1	Chapter 4	13	Phase 2: EOI and Bid process management (4 Months), 6. Help and support CLS Project Team in signing of Master Services Agreement (MSA) and onboarding of the selected MSP.	We understand that role of consultant is to provide technical assistance to CLS Team during signing and onboarding process of selected MSP. Consultant's scope doesn't include any legal advice /opinion. MSA will be vetted by legal department /section of client. Please confirm our understanding	The Legal vetting of the MSA will be done by RailTel Legal Department.
2	Chapter 5	15	The Bidder Should have valid CMMI-3 or above Certification	Request you to accept CMMI certificates issued to bidder's network firms	Any certificate required to qualify in this tender is to be in the name of Bidders Only.
3	Chapter 6	17	Experience of Consultancy (by consultant firm or by the proposed resource by consultant firm) in Cable Landing Station or Submarine Cable System. i. 1 Project. ii. 2+ projects	The EOI does not specify the document/s required to be submitted to showcase the experience of consultancy firm/ proposed resources in Cable Landing Station (CLS) or Submarine Cable System. Hence, request to share the CV format to highlight the experience of proposed resource.	The CV can be submitted by the bidders in their own format to showcase the employees' experience.
4	Chapter 9 (9.9)	28	Security Deposit for this contract will be 5% of the contract value.	In accordance with clause 9.9 of the EOI, the selected consultant will be required to provide a Security Deposit equal to 5% of the total contract value. In addition, clause 9.8 requires the successful bidder to present 3% of the total value of the work specified in the Letter of Acceptance as a Performance Guarantee in the form of an FDR, online transfer, or irrevocable bank guarantee. Clauses 9.8 and 9.9 are contradictory. Therefore, we request that clause 9.9 be removed from the EOI.	Requisite Performance Guarantee Amount and Security Deposit are separate things, T&C mentioned in EOI document will not be changed.


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Srl. No.	Section No.	Page No.	Content of the RFP Requiring Clarification	Clarification Sought	Reply from RailTel/Eastern Region
5	Chapter 12 (12.1)	32	Timeline and payment matrix: Attached in Annexure-I	Based on exiting payment matrix, last tranche of 30% of the payment to the consulting firm shall be paid post approval of business plan and revenue realisation plan by State of Odisha. Please note that the ultimate approval by the State Government is largely dependent on numerous parameters that are not under the purview of consulting firm. Hence, we request to kindly revise payment matrix as follows: As per Annexure-I	The Payment clause has been prepared as per Odisha Govt. payment process. T&C mentioned in EOI document will not be changed.
6	Chapter 12 (12.1)	33	Phase 2 and 3 The Consultant shall also be required to justify the attendance and effort of the resources deployed by means of a certificate from the Concerned Partner of the Firm, or the Concerned Director of the Company, for processing of the payment.	Based on our working experience with Central and State Government agencies, consulting firm submits monthly attendance sheet along with the list of key activities performed by the team. Hence, request to kindly revise the clause as follows: The consulting firm will be required to submit monthly attendance sheet along with the list of key activities performed by the team. The same shall be reviewed and approved by the competent authority assigned by RailTel for processing of payment.	T&C mentioned in EOI document will not be changed.
7	Chapter 14 (14.9)	36	Confidentiality: The empanelled Bidder and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of RAILTEL or its clients without the prior written consent of RAILTEL. Consultant has to sign a Non-Disclosure Agreement as per Annexure-5.	Request you to kindly add following clause as part of confidentiality: The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year. The obligations in this clause shall not apply to the extent that it is necessary to retain copies to be in compliance with its statutory, regulatory, internal storage or professional obligations subject to confidentiality obligations as per this Agreement. Before disclosing the name and details of the client, engagement team to ensure that there are no confidentiality obligations imposed on Deloitte under a contract to divulge such details	T&C mentioned in EOI document will not be changed.


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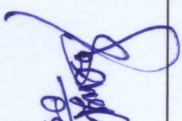
Srl. No.	Section No.	Page No.	Content of the RFP Requiring Clarification	Clarification Sought	Reply from RailTel/Eastern Region
8	Chapter 14 (14.10)	36	SECURITY: The agency will ensure that no information about the software, hardware, the database policies of the client organization is taken out in any form including electronic form or otherwise, from the client site by the manpower posted by them. Information or any material in hardcopy or softcopy form if required to be carried outside the premises of RailTel, should be approved by RailTel. The agency or its deployed personnel, by virtue of working on RAILTEL /Client's projects, can't claim any rights on the work performed by them. RAILTEL /Client will have absolute rights on the work assigned and performed by them. Neither any claims of the agency or its deployed professionals will be entertained on the deliverables.	The ownership of the deliverable will be with RailTel. However, we understand that pre-existing IPR, if used, in the deliverable will remain with the Consultant.	T&C mentioned in EOI document will not be changed.
9	Chapter 14 (14.10)	36	SECURITY: The agency will ensure that no information about the software, hardware, the database policies of the client organization is taken out in any form including electronic form or otherwise, from the client site by the manpower posted by them. Information or any material in hardcopy or softcopy form if required to be carried outside the premises of RailTel, should be approved by RailTel. The agency or its deployed personnel, by virtue of working on RAILTEL /Client's projects, can't claim any rights on the work performed by them. RAILTEL /Client will have absolute rights on the work assigned and performed by them. Neither any claims of the agency or its deployed professionals will be entertained on the deliverables.	With regard to add following clause in the EOI. Upon expiration of this Agreement / Contract or sooner upon written request of the Client, all Confidential Information in the possession of <name of consulting firm> shall be returned to the Client or destroyed under conditions which preserve the confidentiality of the Confidential Information, at the option and instruction of the Client. Notwithstanding the foregoing, <name of consulting firm> retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that <name of consulting firm> may use or develop in connection with this Contract. <name of consulting firm> is not responsible if the client infringes the IPR by modifying the deliverables submitted by <name of consulting firm>	T&C mentioned in EOI document will not be changed.


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Srl. No.	Section No.	Page No.	Content of the RFP Requiring Clarification	Clarification Sought	Reply from Railtel/Eastern Region
10	Chapter 14 (14.11)	36	11 INDEMNITY: The empanelled agency will indemnify RAILTEL and its client organizations of all legal obligations of its professionals deployed for RAILTEL projects. RAILTEL and its Clients also stand absolved of any liability on account of death or injury sustained by the Agency staff during the performance of this empanelment and also for any damages or compensation due to any dispute between the agency and its staff.	Kindly note that there is no clause in the EOI which limits consulting firm's liability. Hence, request to kindly include following clause in the contract, Client agrees that the Vendor/ Bidder / Consultant shall not be liable to Client, for any losses, claims, damages, liabilities, cost or expenses ("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Vendor/ Bidder / Consultant. In no event shall the Vendor/ Bidder / Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract.	T&C mentioned in EOI document will not be changed.


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Srl. No.	Section No.	Page No.	Content of the RFP Requiring Clarification	Clarification Sought	Reply from RailTel/Eastern Region
11	Chapter 14 (14.12)	36	Termination for Default	Kindly note that there is no clause in the EOI which gives authority to the consulting firm to terminate the contract. Hence, we request to kindly include following clause in the EOI. The Corporate Consultant may suspend or terminate the Agreement, by not less than thirty (30) days in case client does not make the payment to the Corporate Consultant. Corporate Consultant may terminate this Agreement by a written notice to client if Corporate Consultant determines that a law, regulation or anything having similar import, or a circumstances (including cases where client's ownership or constitution has changed), makes Corporate Consultant performance of the Contract impermissible or in conflict with independence or professional rules applicable to Corporate Consultant.	T&C mentioned in EOI document will not be changed.
12	Chapter 5 (5.3)	14	Documentary evidence to be submitted: CA Certificate along with extracts of Audited Financial Statement.	According to our understanding, only a CA certificate may be submitted to demonstrate our turnover from IT/Telecom Consulting/advisory services in India; financial extracts for the same would not be available. Kindly clarify.	Profit & Loss Accounts may be provided as Extracts of Audited Financial statement.
13	Chapter 7 (7.4.5)	23	Documents to be submitted: Following documents shall be submitted in Technical and Price bid as given below e) Specific authorization addressed to RailTel i) Clause wise compliance to EOI conditions j) Form No. 8 of Chapter-6, if applicable	Kindly clarify which documents must be submitted against these requirements mentioned in the EOI.	All the mentioned documents to be submitted.


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ANNEXURE -1

Content of the RFP Requiring Clarification				Clarification Sought by the Bidder			
S. No.	Deliverable	Timeline	Payment Terms	S. No.	Deliverable	Timeline	Payment Terms
1		T0 – Award of Work		1		T0 – Award of Work	
2	Signing of Contract agreement, PBG Submission etc	T0+1 Week		2	Signing of Contract agreement, PBG Submission etc	T0+1 Week	
3	Inception Report for consideration of Project Review Committee	T0+ 4 Weeks	10% of Total Awarded Value (on approval of Project Review Committee)	3	Inception Report for consideration of Project Review Committee	T0+ 4 Weeks	20% of Total Awarded Value (on submission of updated Inception Report after incorporating comments of Project Review Committee)
4	Detailed Project report with different "option" given to PRC along with complete business plan & options of revenue realisation model against identified capital investment.	T0+12 Weeks	40% of Total Awarded Value (on approval of Project Review Committee)	4	Detailed Project report with different "option" given to PRC along with complete business plan & options of revenue realisation model against identified capital investment.	T0+12 Weeks	50% of Total Awarded Value (on submission of updated DPR after incorporating comments of Project Review Committee)
5	Joint Presentation along with RailTel to Govt of Odisha for presenting the various business plans & revenue realisation models	T0+ 14 Weeks	20% of Total Awarded Value (on approval of Project Review Committee)	5	Joint Presentation along with RailTel to Govt of Odisha for presenting the various business plans & revenue realisation models	T0+ 14 Weeks	20% of Total Awarded Value (on approval of Project Review Committee)
6	Approval of Business Plan & Revenue Realisation Plans by Govt of Odisha.		30% of Total Awarded Value (on approval of Project Review Committee)	6	Approval of Business Plan & Revenue Realisation Plans by Govt of Odisha.		10% of Total Awarded Value (On submission of updated Business Plan & Revenue Realisation Plans after incorporating comments from Govt. of Odisha)


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