

Corrigendum - 4

For

RFQ

“Triple Play Service Partner”



RailTel Corporation of India Ltd.

Plot No 143, Sector 44,
Institutional Area, Opposite to Gold Souk,
Gurgaon, Haryana 122003

Corrigendum-4 for Empanelment of “Triple Play Service Partner”

In reference to the RFQ to “Empanelment of Triple Play Service Partner” RFQ no. RailTel/RFQ/CO/RailWire/2020-21/Triple Play Service Partner/551 dated: 16.11.2020, following change in the RFQ document may be noted:

S. No.	RFQ Reference	Original Version	Modified Version
1	Annexure-A, Pre-qualification criteria	New clause	Criteria
			Qualification Criteria
1	Annexure-A, Pre-qualification criteria	New clause	Mandatory documentary evidence to be submitted
			The bidder should not hold ISP licence and should not be a Telecom Service Provider. In case of a consortium, none of the partners in the Consortium should hold ISP licence and none of the partners in the consortium should be a Telecom Service Provider.
2	Annexure-A, Pre-qualification criteria, Financial Criteria	The bidder should have minimum cumulative turnover of Rs 15.75 cr per zone in last 3 financial years ending 31.03.2020 (including current FY). For startups, the minimum cumulative turnover criteria is relaxed to Rs.7.88 cr per zone in last 3 financial years ending 31.03.2020 (including current FY). For example, in case bidder is applying for 2 zones, then bidder should have minimum cumulative turnover of 2 x Rs 15.75 cr in last 3 financial years ending 31.03.2020 and so on accordingly	Self-Declaration/ certificate for not possessing ISP license of Government of India and is not a Telecom Service Provider. In case of consortium, each partner of the consortium should submit the self-declaration/certificate.
			The bidder should have minimum cumulative turnover of Rs 15.75 cr per zone in last 3 financial years ending 31.03.2020 (including current FY). For start-ups, the minimum cumulative turnover criteria is relaxed to Rs.7.88 cr per zone in last 3 financial years ending 31.03.2020 (including current FY). For example, in case bidder is applying for 2 zones, then bidder should have minimum cumulative turnover of 2 x Rs 15.75 cr in last 3 financial years ending 31.03.2020 and so on accordingly. In case of consortium, the credentials of partners can be used to meet the eligibility criteria. The cumulative turnover of all the consortium partners will be considered.
3	Annexure-A, Pre-qualification criteria, Financial Stability	The Bidder should have positive net-worth in the each of the last three (3) financial years ending as on 31/03/2020.	The Bidder should have positive net-worth in each of the last three (3) financial years ending as on 31/03/2020.

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			In case of consortium, each of the consortium partner should have positive net-worth in each of the last three (3) financial years ending as on 31.03.2020.
4	Annexure-A, Pre-qualification criteria, Blacklisting	The Bidder should not have defaulted / blacklisted / debarred regarding bad in any State Govt., Central Govt. and PSUs of India at the time of bidding.	The Bidder should not have defaulted / blacklisted / debarred regarding bad in any State Govt., Central Govt. and PSUs of India at the time of bidding. In case of consortium, each partner of the consortium should not have defaulted / blacklisted / debarred regarding bad in any State Govt., Central Govt. and PSUs of India at the time of bidding.
5	Annexure-A, Pre-qualification criteria, PAN /GST	The Bidder should submit valid documentary proof of tax registration	The Bidder should have valid documentary proof of tax registration. In case of consortium, each partner of the consortium should have valid documentary proof of tax registration.
6	Annexure-A, Pre-qualification criteria, Experience	Bidder should possess an experience of having Supplied CPE with IPTV services for at least single work order of Rs 7.35 Crore during last 3 financial years ending 31.03.2020 (including current FY) for each zone For startups, bidder should possess an experience of having Supplied CPE with IPTV services for at least single work order of Rs 3.68 Crore during last 3 financial years ending 31.03.2020 (including current FY) for each zone In case, bidder is bidding for more than one zone, the work order experience will be required as follow: One zone bid – As given above Two zones bid – 2 x as given above	Bidder should possess an experience of having Supplied CPE with IPTV services for at least single work order of Rs 7.35 Crore during last 3 financial years ending 31.03.2020 (including current FY) for each zone For start-ups, bidder should possess an experience of having Supplied CPE with IPTV services for at least single work order of Rs 3.68 Crore during last 3 financial years ending 31.03.2020 (including current FY) for each zone In case, bidder is bidding for more than one zone, the work order experience will be required as follow: One zone bid – As given above Two zones bid – 2 x as given above In case of consortium, the experience of lead bidder only will be considered for this eligibility criteria.
7	Annexure-A, Pre-qualification criteria, Clause (a)	The Bidder shall submit necessary documentary proof showing that they meet the eligibility criteria along with their RFQ bid. All documents submitted will also be digitally signed by the person authorized by the business entity.	The Bidder shall submit necessary documentary proof showing that they meet the eligibility criteria along with their RFQ bid. In case of consortium, the necessary documentary proofs of all the consortium partners, wherever necessary to prove the requirement of this RFQ, shall be submitted. All documents submitted will also be digitally signed by the person authorized by the bidder/consortium.
8		New Clause	Consortium Bids Bidding through a Consortium is allowed. Bids submitted by Consortium shall comply with the following: 1. A maximum of two organizations/ companies shall be allowed to represent a consortium. The bid should clearly identify the lead bidder among the consortium partners. An undertaking from all the consortium partners should be submitted defining the lead bidder and authorizing the authorized signatory from lead bidder to submit the proposal and interact with RailTel for this

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			RFQ. However, the lead bidder of such consortium is not allowed to be changed/replaced. a. Consortium agreement between the Consortium members duly signed by the Chief Executives/ Managing Director of the consortium members and must be submitted with the bid. This agreement should clearly define role/ scope of work of each partner/ member and should clearly identify the leader of consortium (Lead Bidder). Refer Annexure 1 of this corrigendum for the format of this agreement. 2. The bid shall be signed by a duly authorized signatory of the lead bidder on behalf of the consortium. The details of lead bidder and consortium partner are to be submitted as per annexure 3 of this corrigendum. 3. The /lead bidder shall be authorized to incur liabilities and receive instructions for and on behalf of all the members of the Consortium and the entire execution of the contract, including payment. 1.1. All the members of the Consortium shall be liable jointly and severally for the performance of the work in accordance with terms laid out in this document and a relevant statement to this effect shall be deemed to be included in the authorization by legally authorized signatory for the member. Consortium agreement must state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. 4. The Consortium should submit a copy of the agreement entered into by the members governing the performance of the work without limiting in any manner the obligation or joint and

S. No.	RFQ Reference	Original Version	Modified Version
			several liabilities of the members towards RailTel. 5. After the submission of bid, Consortium shall not be permitted to restructure (split-up or add) across the bid evaluation period 6. In case the successful bidder wishes to restructure (split-up or add) consortium member after the contract has been executed, it shall have to obtain a No Objection Certificate (NOC) from RailTel. NOC shall be issued when RailTel satisfies itself that the offered change in consortium is not impacting the standing of the original consortium partners (list of consortium members submitted along with the RFQ response) against the eligibility and the evaluation criteria mentioned in this RFQ or any subsequent corrigendum/addendum issued thereafter for this RFQ. However, in any circumstances lead bidder shall not be allowed to be replaced/changed. 7. The bid shall be signed by Lead Bidder of the Consortium. Power of Attorney in favour of authorized signatory on behalf of lead bidder shall be submitted by each member of the consortium including the lead bidder (backed by the resolution of Board of Directors of each member of the consortium, resolution of board of directors must be signed by Company Secretary). Other members of consortium may participate in techno-contractual discussions with RailTel and sign the minutes of such discussions and all such proceedings shall be attended by an authorized representative of the lead bidder. Refer Annexure 4 and annexure 5 of this corrigendum for the format of power of attorney. 8. In case the work is awarded to the consortium during the 2nd phase of POC, the members of consortium must form a JV and get the same incorporated at the Registrar of the Companies under Companies Act

S. No.	RFQ Reference	Original Version	Modified Version
			9. The JV Agreement along with detailed roles and responsibilities of each JV member shall be submitted by the newly formed JV to RailTel before signing the contract agreement for the work. However, undertaking duly signed and sealed by all members AND board resolutions with roles and responsibilities and willingness to participate in the JV from each member of the JV (board resolutions only required in case an JV is being formed) must be submitted along with bid response stating that all members would be forming JV in case the work is assigned to them. Refer Annexure 2 of this corrigendum for the format of this undertaking. 10. For all events that would happen when a bidder is declared as the successful bidder for a zone, the leader on behalf of the Consortium/ Joint Venture shall undertake full responsibility for timely completion of work and shall co-ordinate with RailTel/ Railways during the period the bid offer is under evaluation as well as during execution of Work in the event the Work is awarded. He shall also be responsible for resolving disputes/misunderstanding/ undefined activities if any, amongst all the Consortium/ Joint Venture members. 11. Any correspondence exchanged with the lead bidder of consortium/ joint venture shall be binding on all the consortium/ joint venture members. 12. RailTel shall enter into a contract with the successful bidder in each zone. If the Consortium bidder fails to satisfy the above conditions then the bids submitted are disqualified and rejected.
9	Clause no 6.6 (a)	Letter of Authority/ Power of Attorney in original on bidder's letter head from authorized signatory of the company to sign and submit the bid along with the board resolution.	Notarised Power of Attorney in original on bidder's letter head from authorized signatory of the company to sign and submit the bid along with the board resolution. Refer Annexure 4 and Annexure 5 of this corrigendum for the format of Power of Attorney, to

S. No.	RFQ Reference	Original Version				Modified Version			
						be used depending on the participation as single bidder or as a consortium			
10	Annexure-D, Part B	Sl No	Required Information	Filled in details	Documents to be attached in Annexure	Sl No	Required Information	Filled in details	Documents to be attached in Annexure
		1	Name and address of the Person Signing the document.		a) Power of Attorney attested by Notary or by self.	1	Name and address of the Person Signing the document.		a) Power of Attorney attested by Notary.
11		New Clause				MSME is exempted from payment of tender document fee and EMD. Valid documentary evidence along with bid documents shall be submitted by bidder to claim relaxation. MSME registration should be for Triple Play services.			
12	Annexure-B	The bidder will have to sign integrity pact.				The bidder/consortium will have to sign integrity pact. The format of integrity pact is given at Annexure-6			

Consortium Agreement

Annexure 1

(In notarized Stamp paper of adequate value)

Consortium Agreement

Between

<Party 2>

And

<Lead Bidder>

Definitions

1. Business Associate: Joint Venture (JV) Company which will be incorporated under the provisions of the Companies Act and in terms of provisions of RFQ, in case Consortium is selected based on RFQ response.
2. Consortium: Consortium between < Lead Bidder>, <Party2>
3. Consortium Agreement: This Agreement executed between parties
4. Customer: <Insert Customer Name> (“Customer” or <Insert abbreviation>)
5. Effective Date: The last date of signature of this Consortium Agreement by parties’ Authorized Signatories
6. Lead Bidder/Lead Member: < Lead Bidder>
7. Participant Member(s): <Party2>
8. Party/ Parties: < Lead Bidder> and <Party2> are hereinafter collectively referred to as the “Parties” and individually as a “Party”.
9. RFQ: Request for Qualification (“RFQ”) for <RFQ Name>, <RFQ Reference Number>, dated <Insert RFQ Date> for <insert brief summary of scope>
10. Triple Play Zone: Zone 1 (Southern Region + Eastern Region)/ Zone 2 (Northern Region + Western region) <insert the Zone of bidding>
11. RFQ Response: Proposal submitted to customer in response to RFQ received for Project<Insert project name>, < Lead Bidder> will be the Lead Bidder

12. Work: Project <Insert Project Name> awarded by customer to successful bidder
13. Scope: The Parties have, on the basis of this Consortium Agreement, agreed to cooperate with each other for the purpose of the RFQ for part of the products and services to be provided by Parties as per Exhibit-A. Unless otherwise agreed by the parties in writing, each party shall bear its own costs and expenditures incurred in connection with the preparation, submission and negotiation of the RFQ Response. Unless otherwise agreed in writing, the Parties intend for < Lead Bidder> to be the Lead Bidder, and <Party 2> to be the Participant Member, with respect to the project pursuant to the RFQ. If the Consortium is selected based on the RFQ Response, the Parties will form a JV Company in terms of RFQ to execute the project.
14. All contacts with Customer pertaining to the RFQ and RFQ Response shall be coordinated through Lead Bidder except contacts initiated by the Participant Member itself. Parties agree to promptly notify each other, if it is directly contacted by Customer concerning the RFQ, RFQ Response or any related matter.
15. Participant Members to the extent requested and commercially reasonable will be available for consultation with < Lead Bidder> during any negotiations with Customer. Participant Members will, upon < Lead Bidder>'s reasonable request attends any negotiations with Customer, which pertain to the RFQ Response and the offerings of Consortium in Exhibit A. < Lead Bidder> will consult with Participant Members on all relevant matters concerning Participant Members' scope of work and responsibilities in Exhibit A.
16. The division of roles and responsibilities of the Parties for the purposes of the RFQ response shall be as per Exhibit A to this Consortium Agreement.
17. The Members of the Consortium undertake to carry out their respective roles and responsibilities (as per Exhibit A of this agreement) for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium
18. In case to meet the requirements of bid documents or any other stipulations of < Lead Bidder>, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
19. In case of any discrepancy or ambiguity in any clause/specification pertaining to scope of work area, the RFQ released by Customer (Request for Qualification ("RFQ")) for <RFQ

Name>, <RFQ Reference Number>, dated <Insert RFQ Date> for <insert brief summary of scope>) shall supersede and will be considered sacrosanct.

20. Inter-se Cooperation between the Parties and Cooperation with Business Associate (JV)

The Parties acknowledge the importance of cooperation between Participant Members and < Lead Bidder> for the <Insert Project Name> during preparation of RFQ Response and submission thereof. In case Consortium is selected based on the RFQ response and a JV is formed, the parties during the life of the Project work, shall not do any act or omission which will adversely affect the scope of work and obligations of JV under the RFQ and the parties agree to cooperate with each other and with JV in order to ensure smooth implementation and integration of the Scope of Work defined in the RFQ with the Scope of Work allocated to JV.

21. Joint and Several Liability: All parties to this Consortium agreement shall accept joint and several liabilities for discharging all obligations under this RFQ during the implementation and the operational phase of the project.

22. Term: This agreement shall be effective from the “Effective Date” and shall continue till determination of successful bidder by the customer. In case, consortium is selected based on RFQ response, all parties shall have to unconditionally enter into a “Joint Venture Agreement” that shall constitute of similar terms and conditioned as mentioned in this agreement or on such further terms as may be required to be included at the time of acceptance of the bid by the customer. The Joint Venture agreement once executed shall supersede this agreement. Notwithstanding what is stated hereinabove in this clause, the clause pertaining to Interse Corporation and corporation with JV (Clause 20) and clause pertaining to joint and several liability of all the parties to this consortium agreement (clause 21) shall survive even after the expiry or supersession of this agreement by the Joint venture agreement.

23. Obligations of Parties: Parties shall be responsible for their inputs in the RFQ response and warrant that they are qualified under law to perform the obligations under the RFQ response.

24. All parties will be jointly and severally liable for all clauses given in this Consortium Agreement

25. OEMs finalized by the Consortium for this project will have to give authorization for delivered/offered goods/services to < Lead Bidder> directly.
26. <Party 2> must disclose list of OEMs finalized for the scope of work. If either Party wishes to make any change in list of OEMs post award of work to < Lead Bidder>, must be finalized basis mutual agreement between the Parties.
27. Confidentiality: Parties agree that they may, in the course of their business relationship with the other, acquire or be exposed to information that is proprietary or confidential to the other party, its affiliates or its or their respective clients. All parties undertake to hold all such information in confidence and not to disclose such information for any purpose whatsoever save as may be strictly necessary for the performance of this assignment as mentioned in this agreement. The term “Confidential Information” as used herein includes (A) the deliverables and (B) any information or documents disclosed by one party to the other party (a) orally, and which reduced to writing within in period of 30 days of the disclosure; and/or (b) in writing or including but not limited to any written or printed documents, samples, models, technical data/know how, drawings, photographs, specifications, standards, manuals, reports, formulae, algorithms, processes, information, lists, trade secrets, computer programs, computer software, computer database, computer software documentation, quotations and price lists, research products, inventions, developments, process, engineering techniques, strategies, customers, internal procedures, employees and business opportunity. Such confidential information may be used by the receiving party only with respect to the performance of its obligations under this agreement and only by those employees of the receiving party and its subcontractors who have a need to know such information for the purposes related to this agreement, provided that such subcontractors have signed separate agreements containing substantially similar confidentiality provisions. The receiving party shall protect the Confidential Information of the disclosing party by using the same degree of care (but not less than a reasonable degree of care) to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving party uses to protect its own confidential information of like nature. The confidentiality obligations contained herein shall not apply to any (i) information which is or subsequently becomes available in public domain or (ii) information which becomes lawfully known or available to receiving party from a source

other than the disclosing party; (iii) information which is already known to the receiving party independently of the disclosing party, & without an obligation to maintain confidentiality; (iv) information which is independently developed by the receiving party without the use of confidential information; (v) information which is required to be disclosed by the receiving party under the compulsion of law, or by order of any court or Government or regulatory body to whose supervisory authority the receiving party is subject; provided that, in any such event, the receiving party shall give the disclosing party a notice in writing as soon as practicable (which shall be prior notice where possible and not later than 30 days after the disclosure) and the receiving party shall use its best effort to obtain assurance that the disclosed information will be accorded confidential treatment. The confidentiality provisions of this agreement shall survive the term and termination of this agreement for a period of two (2) years.

28. Cost: Each Party shall individually assume their own respective costs associated with the activities undertaken pursuant to this agreement. No third-party cost shall be committed and incurred until all parties approve and agree on such expenditure.
29. Indemnity: All the Parties shall indemnify, defend and hold each other harmless from and against any losses, costs, expenses, damages of whatsoever nature which may be incurred or suffered by either of the Party which arises out of or as a result from any breach of contract, warranty, tort (including negligence) or otherwise of either of the Party's obligation or agreement contained herein.
30. Entire Agreement: This agreement constitutes the entire understanding between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or understanding between the parties.
31. Exclusivity: This Consortium Agreement binds that either party is anytime precluded from having similar arrangements with a third person/party for similar scope of work of Consortium, for the entire duration of this project. Parties shall also maintain the confidentiality provisions of this Consortium Agreement which will be governed by the NDA signed between < Lead Bidder> and <Party 2>.
32. However, < Lead Bidder> is free to associate and enter into Consortium Agreement / Agreement with other parties in relation to other work not covering in this scope of work in connection with RFQ of <Insert RFQ Name>

33. The Consortium Agreement binds <Party 2> from entering into similar arrangements with a third person/party.
34. Amendment: This Consortium Agreement may be amended or modified only with the mutual written consent of the Parties.
35. That if any change in the membership of the Consortium be required to be made by the members of the Consortium, the same shall be done with the consent of < Lead Bidder> subject to the conditions as may be stipulated by them in this regard.
36. In all matters relating to this Consortium Agreement, each Party shall be acting as an independent contractor. Neither Party's employees are employees of the other party under the meaning or application of any laws or otherwise. Each Party assumes all liabilities or obligations imposed by any law with respect to its employees. Neither Party shall have any authority to assume or create any obligation, express or implied, on behalf of the other party without the prior written consent of that other Party. Neither Party shall have authority to represent itself as an agent, employee, or in any other capacity of the other Party.
37. All notices, under this Consortium Agreement shall be given by the parties at the addresses given on page 1 of this Consortium Agreement in writing by letter or fax. In case of notice to any Participant Member, a copy of such notice shall be marked to all Consortium Members
38. Neither party shall be entitled to assign or sub-contract all or any of its rights, benefits and obligations under this Consortium Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
39. Notwithstanding any other provisions of this Consortium Agreement, the provisions of this Consortium Agreement that are intended to survive shall so survive the term and termination of this Consortium Agreement.
40. The waiver of any breach of any term, covenant, or condition, herein contained, shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same.
41. Parties shall not publicize any information pertaining to this Consortium Agreement or to the other party without seeking the prior written consent of the other party.
42. The Consortium Agreement together with any Schedules, Annexure and Exhibits attached hereto and executed by the parties hereto constitutes the entire understanding between the

parties hereto with respect to the subject matter hereto and supersedes and cancels all previous agreements thereof.

43. This Consortium Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall constitute an original, and all such counterparts together shall constitute one and the same instrument.
44. This Consortium Agreement is signed by the authorized representatives of the Parties.
45. Intellectual Property/Trademarks: All intellectual property rights existing and owned by a Party prior to the Effective Date of this Consortium Agreement or that will be conceived, developed, created or put to practice by a Party independent of the activities pursuant to this Consortium Agreement, and any enhancement, modification, customization or derivative work thereof shall belong to the Party owned such rights or conceived, developed, created or put to practice such rights. Neither party shall gain by virtue of this Consortium Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other. If the parties decide to undertake any joint development pursuant to this Consortium Agreement, any such joint development shall be governed by a separate joint development agreement to be negotiated in good faith by the parties and executed prior to the commencement of any joint development efforts.
46. Neither party, without the express prior written consent of the other party, shall use the trademarks, service marks, proprietary words or symbols of the other party.
47. Nothing in this Consortium Agreement shall affect either party's right to use any trademarks, service marks or proprietary words or symbols of the other party to properly identify the goods or services of such other party to the extent otherwise permitted by applicable law or by written agreement between the parties.
48. Good Faith Negotiation & Arbitration: If any matter arises between the Parties about this agreement then the Parties shall meet to discuss the matter and shall negotiate in good faith to endeavour to resolve the matter. However, if any matter arising has not been resolved by the parties within thirty (30) days after the date the party raising the matter gave notice of it to the other Party then the matter shall be submitted by the either party to Arbitration. The arbitration shall be conducted as per the provisions of Indian Arbitration and Conciliation Act, 1996 read with Indian Arbitration and Conciliation (Amendment) Act,

2015 and any statutory modification or re-enactment thereof and shall be held in New Delhi, India.

49. Arbitration shall be conducted by a tribunal of three arbitrators, each party to nominate one arbitrator and the two arbitrators so appointed shall appoint the third arbitrator.
50. The arbitration proceedings shall be conducted in English language.
51. The award of the arbitral tribunal shall be final, conclusive and binding on all the parties to the agreement.
52. 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.
53. Governing Laws and Jurisdiction: This MoU shall be governed and construed in accordance with the laws of India and courts in New Delhi shall have exclusive jurisdiction in the subject matters of this MoU.
54. Force Majeure: The parties shall strive to fulfill their obligations under the Consortium Agreement. However, in the event of Force Majeure such as War, Fire, Riot, strikes, natural calamity, Act of State etc. when the parties are unable to fulfill their obligations, it is agreed that neither party shall be held responsible for any loss/damage or consequential losses or damage to the other party.
55. Severability: If any provision of this Consortium Agreement is determined to be invalid, illegal or unenforceable by any governmental entity, the remaining provisions of this Consortium Agreement to the extent permitted by Law shall remain in full force and effect.
56. This Consortium Agreement is signed by authorized representatives of the Parties. IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTHS AND YEAR FIRST ABOVE WRITTEN.

<Lead Bidder>

. <Party 2>

. Name:

. Name:

. (Authorized Signatory)

. (Authorized Signatory)

. Signature:

Signature:

. Name of Company:

. Name of Company:

.

. Date:

. Witness 1:

.

. Witness 2:

.

. Date:

. Witness 1:

. Witness 2:

Enclosure:

Board resolution/ Power of Attorney of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

Exhibit A – Scope of Work

Triple Play Zone: (Zone 1/ Zone 2)

Responsibility Matrix

It is agreed between the parties that the Division of work between parties is as per the responsibility matrix defined below:

Annexure-2

Undertaking to form a Joint Venture by Consortium

(on letter head of lead bidder)

To,

Executive Director/Enterprise Business
RailTel Corporation of India Ltd., Corporate Office
143, Institutional Area,
Sector-44,
Gurgaon - 122003

Triple Play Zone: (Zone 1/ Zone 2)

Dear Sir,

Ref: RFQ no. RailTel/RFQ/CO/RailWire/2020-21/Triple Play Service Partner/551 dated:
16.11.2020

Sub: Confirmation to form a JV in the event of allocation of work to the consortium

Over and above all our earlier conformations and submissions as per your requirements of the RFQ, we, <Lead Bidder>, <party 2> confirm that in case, the work is allocated to our consortium, all members of the consortium would be entering into a JV as per the guidelines laid down by RailTel to carry out the work assigned.

Place:

Date:

Signature and Seal of Lead Bidder

Signature and Seal of Party2

Annexure 3

Details of Lead Bidder and Co-members (Consortium)

(on letter head of Single bidder/lead bidder)

Lead Bidder Profile

Lead Bidder				
S. No.	Particulars	Description/Details	Reference Documents	Page No.
A.	Name of Bidder		-	-
B.	Contact Details		-	-
	Address			
	Telephone No.			
	Fax			
	Email			
	Website			
C.	Incorporation Details		Certified copy of incorporation under Indian Companies Act, 1956/2013	
	Incorporation Number			
	Date of Incorporation			
	Authority			
D.	PAN/TAN No.		Certified copy of PAN card	
E.	GST Details		Certified copy Valid GST Certificate	
F.	Legal Status of Company			
G.	Name of Authorized Signatory		Special Power of Attorney, duly authorizing the person signing the bid documents to sign on behalf of the bidder and thereby binding the bidder. (Duly notarized or duly supported by Board Resolution)	
	Position			
	Telephone			
	Fax			
	Mobile			
	Email			
J	Number & Address of Offices			
	a) In India			
	b) In Abroad			
Full Name and Signature of the Authorized Representative:				

Bidder:

Signature _____
Name _____

Designation -----
 Company -----
 Date -----

Details of Consortium Partner

Consortium Partner 1				
S. No.	Particulars	Description/ Details	Reference Documents	Page No.
A.	Name of Bidder		-	-
B.	Contact Details		-	-
	Address			
	Telephone No.			
	Fax			
	Email			
	Website			
C.	Incorporation Details		Certified copy of incorporation under Indian Companies Act, 1956/2013	
	Incorporation Number			
	Date of Incorporation			
	Authority			
D.	PAN/TAN No.		Certified copy of PAN card	
E.	GST Details		Certified copy Valid GST Certificate	
F.	Legal Status of Company			
G.	Name of Authorized Signatory		Special Power of Attorney, duly authorizing the person signing the bid documents to sign on behalf of the bidder and thereby binding the bidder (Duly notarized or duly supported by Board Resolution)	
	Position			
	Telephone			
	Fax			
	Mobile			
	Email			
J	Number & Address of Offices			
	a) In India			
	b) In Abroad			
Full Name and Signature of the Authorized Representative:				

Bidder:

Signature -----
 Name -----
 Designation -----
 Company -----
 Date -----

Annexure 4

Format for Power of Attorney to Authorize Signatory (Single Bidder)

(on non- judicial stamp paper duly notarized)

Triple Play Zone: (Zone 1/ Zone 2)

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s. _____ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorise Mr. or Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFQ for the Project _____ (name of the Project), including signing and submission of the RFQ response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with _____ (Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of _____ and _____.

Dated this the _____ day of _____ 2020

(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

- a. *To be executed by all the members individually.*
- b. *The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

Annexure 5

Format for Power of Attorney for Lead bidder of Consortium

(on non-judicial stamp paper duly notarized)

Triple Play Zone: (Zone 1/ Zone 2)

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]

Whereas _____ has invited RFQ response for _____ (Name of the Project)
Whereas, the Members of the Consortium comprising of M/s._____, M/s._____, M/s._____,
M/s._____ and M/s._____ (the respective names and addresses of the registered offices to be given)
are interested in bidding for the Project and implementing the same in accordance with the terms and
conditions contained in the RFQ Documents.

Whereas, it is necessary for the members of the Consortium to designate one of them as the lead member
with all necessary power and authority to do, for and on behalf of the Consortium, all acts, deeds and things
as may be necessary in connection with the Consortium's RFQ response for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s._____, M/s._____, and M/s _____ and M/s _____ hereby designate M/s. _____
being one of the members of the Consortium, as the lead member of the Consortium, to do on behalf of the
Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's RFQ
response for the Project, including submission of the RFQ response, participating in meetings, responding
to queries, submission of information or documents and generally to represent the Consortium in all its
dealings with Client or any other Government Agency or any person, in connection with the Project until
culmination of the process of bidding till the Project Agreement is entered into with Client and thereafter till
the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this
power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always
be deemed to have been done by us or Consortium.

Dated this the _____ day of _____ 2020

(signature)

(Name in Block Letter of Executant) [seal of Company]

Witness 1

Witness 2

Notes:

*To be executed by all the members individually, in case of a Consortium. In addition, the POA of all
consortium partners individually (in the format of Annexure 4) to be submitted along with Annexure 5.
The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid
down by the applicable law and the charter documents of the executant(s) and when it is so required the
same should be under common seal affixed in accordance with the required procedure.*

Annexue-6: Integrity Pact Agreement with bidder/ consortium

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 forThe 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) / Subcontractor(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 intention

5. The parties signing the IP shall not approach the Courts while representing the matters to the IEMs and he/she will await the decision in the matter.
6. Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor

(For & on behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place _____

Date _____

Witness 1:
(Name & Address)

Witness 2:

(Name & Address

