

रेलटेल कॉर्पोरेशन ऑफ़ इंडिया रेलटेल कॉर्पोरेशन ऑफ़ इंडिया

(भारत सरकार का एक उपक्रम)

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(A Govt. of India Undertaking)

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Corrigendum-I

Sub.: “Empanelment of Category-A Internet Service Providers for rate contract for Procurement of Internet Bandwidth”.

Ref.: RailTel/Tender/OT/CO/ITP/ IBW/2020-21/555. Dated: 30.03.2021

In reference to tender for “Empanelment of Category-A Internet Service Providers for rate contract for Procurement of Internet Bandwidth” Tender No. RailTel/Tender/OT/CO/ITP/ IBW/2020-21/555. Dated: 30.03.2021, all are advised to note following changes in the tender document:

S N	Tender Doc. Reference	Original Version	Modified Version
1	SOR(Section-1, Chapter-1) Note-1/ Page-4	The cumulative quantities for five years, mentioned above are the sum of year-wise quantities with approx. 25% increase per annum. The first year quantities are envisaged to be 25.0 Gbps for each SOR A,B & C, 20.2 Gbps for SOR-D and 50.0 Gbps for SOR-E. In the beginning of each year envisaged quantities shall be again informed to the empanelled bidders at the time of financial bidding.	The cumulative quantities for five years, mentioned above are the sum of year-wise quantities with approx. 25% increase per annum. The first year quantities are envisaged to be 25.0 Gbps for each SOR A, B & C, 20.2 Gbps for SOR-D and 50.0 Gbps for SOR-E. Before calling for fresh offers for further reduction of rates finalised in the first evaluation/RA process before the beginning of 4 th Year and 6 th year (if contract is extended at the discretion of RailTel beyond five years), envisaged quantities shall be again informed to the empanelled bidders at the time of financial bidding.

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2	New Clause 3.2.8/Page-16	N/A	In continuation to the clause 3.2.7, in case the reconciliation takes more than two week's time, the amount of the payment that is agreed by both the parties may be released by Railtel subject to the fulfillment of requirement of invoices. The disputed payment if agreed during reconciliations, may be later released by RailTel on production of requisite invoices.
3	3.12.4/Page-21	The above quantities/requirement are approximate only and can be further increased/ decreased as per the actual requirement of RailTel which shall be conveyed to all the empanelled firms in the beginning of each year before calling for yearly financial rates. The additional variation over this yearly requirement in the IBW shall be as per the variation clause as given in this document.	The above per year quantities/requirement are approximate only and can be further increased/ decreased with in the SOR quantities or after variation to the SOR quantities. Further the envisaged requirements of RailTel shall be conveyed to all the empanelled firms before calling for financial offers. The additional variation over the SOR requirement in the IBW shall be as per the variation clause as given in this document.
4	3.12.6/ Page-21	The Advance Purchase Order (APO) and P.O. for the first year shall be issued based on the evaluation process as given in this tender document. In the beginning of every subsequent year, all the empanelled firms shall be required to deposit the EMD proportional to the remaining amount of the work for remaining period and offer the price for the remaining period of the contract followed by reverse auction. The firms which do not establish the POI connectivity as mentioned above may not be asked for the price offers at the locations where they have failed to establish the POI connectivity.	The Advance Purchase Order (APO) and yearly P.O. for the first year shall be issued based on the evaluation process as given in this tender document. Subsequent yearly P.Os. for the next two years shall also be issued based on the rates explored during first evaluation/RA/A.P.O. However if RailTel finds major reduction in rates after first two years, RailTel may negotiate the rates for third years too before issuing the PO for third year. For subsequent two years, i.e. 4 th & 5 th year, all the empanelled firms shall be required to deposit the EMD proportional to the remaining amount of the work for the remaining period and offer the price for the remaining period of the contract followed by reverse auction. If the tender is further extended for two years beyond initial five years, on the discretion of RailTel, empanelled firms may be asked for their quotes similar to the 4 th & 5 th year. The firms which do not establish the POI connectivity as mentioned above may not be asked for the price offers at the locations where they have failed to establish the POI connectivity.

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5	3.12.7/ Page-21.	In case if during any year, the requirement exceeds the variation as mentioned in this document, RailTel on its discretion can seek the price offers multiple times from the empanelled firms during such year.	In case during any stage of the currency of the contract, if the requirement exceeds the SOR quantity, the variation as mentioned in clause No.3.14 of the tender document shall be applicable. The variation for any location shall be applicable once the complete quantity as mentioned in the SOR is consumed for that location.
6	3.12.8/Page-21	The IBW supplier shall be finalised for the subsequent year on the basis of price offers/Reverse Auction as stipulated in this document.	Deleted
7	3.12.9/ Page-21	Once the rates of IBW are discovered for the year against a SOR through discovery of price/RA or a firm is awarded APO for any year, the rates shall be binding for the complete remaining period of the contract which in totality is 5+2 Years. During this currency, the firm can't increase its rates.	Once the rates of IBW are discovered for the first three year (First financial offers for Year 1 to 3, followed by RA) or subsequent two years (Second financial offers for year 4 to 5 followed by RA) and a firm is awarded APO against it, the rates shall be binding for the complete remaining period of the contract which in totality is 5+2 Years. During this currency, the firm can't increase its rates.
8	3.15.4/ Page-23	Depending on the actual requirement at different locations across the different gateways at different times, Purchase Order/Sub purchase order/s against this Advance P.O. shall be issued. The supplier will have to honor all the sub purchase orders issued within the initial currency (i.e. one year) of Advance P.O. and if better rates are not explored during the subsequent years then should honour all the subsequent yearly APOs as well as sub POs and complete the supplies within the contracted delivery period.	Depending on the actual requirement at different locations across the different gateways at different times, Purchase Order/Sub purchase order/s against this Advance P.O. shall be issued. The supplier will have to honor all the sub purchase orders issued within the initial currency (i.e. first three years) of Advance P.O. and if better rates are not explored during the subsequent 2+2 years then should honour all the subsequent yearly APOs as well as sub POs and complete the supplies within the contracted delivery period.
9	3.18/Page-23-24 Termination Clause	RailTel can terminate the service agreement by giving three months notice in advance to the other party. In case,from the effective date of termination	RailTel can terminate the service agreement by giving three months notice in advance to the other party. However RailTel shall invoke this only in case RailTel exits from the IBW business. In case, the bidder stops service, RailTel has the right to encash the PBG. In case the Quality of Service (QoS) and availability is persistently below the agreed upon levels,

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			the contract can be terminated by RailTel by giving 7 days notice in writing and encashing the PBG. A bidder whose order is terminated on the quality ground for any PoP location, shall not be eligible to participate in such IBW procurement tenders of RailTel for that particular PoP location for a period of two years from the effective date of termination
10	3.20/ Delivery and Installation/ Page-	The bidder shall be responsible for delivery of the requisite Internet Bandwidth including installation and commissioning of CPEs at the sites specified in the purchase order and for making them fully operational at no additional charge within the time period (90 days for the first sub PO and 30 days for subsequent POs) or the duration committed by the bidder, whichever is earlier. If the bidder fails to deliver and/or install the requisite equipment's within the stipulated time schedule or by the date as extended by RailTel, it will be construed as a breach of contract and suitable liquidated damages will be levied as described in section "Liquidated damages". In case of existing partner selected for the existing POI, the revised rates will be effective from the date of issuing of P.O/instructions contained in P.O.	The bidder shall be responsible for delivery of the requisite Internet Bandwidth including installation and commissioning of CPEs at the sites specified in the purchase order and for making them fully operational at no additional charge within the time period (90 days for the first sub PO and 45 days for subsequent POs) or the duration committed by the bidder, whichever is earlier. If the bidder fails to deliver and/or install the requisite equipment's within the stipulated time schedule or by the date as extended by RailTel, it will be construed as a breach of contract and suitable liquidated damages will be levied as described in section "Liquidated damages". In case of existing partner selected for the existing POI, the revised rates will be effective from the date of issuing of P.O/instructions contained in P.O.
10	3.26 Evaluation Criteria/ii/ Page-27	Bidder should quote for all the items. The Offers will be evaluated separately for each SOR items.	Bidder may quote for some or all the SORs. The Offers will be evaluated separately for each SOR items.
11	3.31 Splitting of quantity	Each year after rates of all SORs are finalised and in case only one bidder is identified as L-1 bidder for all locations, RailTel in order to	Deleted

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		ensure diversified IBW providers for its network, shall offer one of the Gateway location to the L-2 bidder who has to match the rates of L-1 bidder of that location. The offered gateway location shall be one which is likely to lead to minimum amounts as per the envisaged and likely to ordered initial IBW of that year based on the quantities as given in clause No. 3.12. In case the L-2 bidder fails to match the rates of L-1 at that location, the same may be offered to L-3 at matching rates and so on. In case all the L-2, L3..... bidders don't accept to match the rates of L-1 or fail to supply the IBW within the stipulated time period, the order for this gateway shall also be placed on L-1 bidder at its offered rates.	
12	New Clause 3.36.1	N/A	Normally the payments shall be released by RailTel concerned region within a period of 15 working days of submission of complete claim and reconciled bandwidth usage.