

Date : 19-Mar-2024

Corrigendum – 02

Sub : Clarification-cum-Reply to Queries (Tender Title : Empanelment of Consultants)

Ref : (i) Tender Document No. : RCIL-CO0EB(BD)/2/2023-O/o ED/EB/CO/RCIL/1 dt. 23-02-24

(ii) Corrigendum-01 dt. 15-Mar-2024

Following amendments to EOI document are issued. The EOI response may be submitted in consideration to these amendments :

1. Schedule of Events (Revised) :

1	Last date of submission of response to Tender Document	1500 Hrs on 27-Mar-2024
2	Date & Time of Opening of Tender Document	1530 Hrs on 27-Mar-2024

2. Change in Existing Clauses of EOI document:

SN	Existing Clause (Clause Heading / Page Number)	Revised Clause
i)	<i>Page No 03 of Tender Document</i> Earnest Money Deposit (EMD) – form of EMBG : Rs. 5,00,000 (Five Lakhs Only)	Earnest Money Deposit (EMD) – Online Payment : Rs. 5,00,000 (Five Lakhs Only) Note : Hindi version may also be read as per the above revised clause.
ii)	<i>Submission of Tender Fees & EMD</i> As appearing on <i>Page No. 07, 08, 09, 19, 20</i> or any other place in the tender document	Tender Fees & Earnest Money Deposit (EMD) should be submitted through online mode only, either directly in the RailTel Account as mentioned in the document or through payment facilitation available on the eNivida portal. In either case, the details of transactions are to be submitted along with the bid document.

SN	Existing Clause <i>(Clause Heading / Page Number)</i>	Revised Clause
iii)	<i>Point 05 (TQ), Page No 16 of Tender Document</i> The company shall have at least 1000 IT/ Telecom / Finance Professionals on its rolls <ul style="list-style-type: none"> • Minimum 1000 upto 1199 FTE – 10 marks • 1200 – 1500 FTE – 15 Marks • Above 1500 FTE – 20 Marks 	The company should have at least 1000 IT/ Telecom / Finance / Advisory / Consultancy Professionals on its rolls <ul style="list-style-type: none"> • Minimum 1000 upto 1199 – 10 marks • 1200 – 1500 – 15 Marks • Above 1500 – 20 Marks
iv)	<i>Point 06 (TQ), Page No 16 of Tender Document</i> The company should have at least four offices (One each in Northern, Southern, Eastern & Western India) having 100 IT / Telecom / Finance Professionals in each office. Two marks for each additional locations having 100 IT / Telecom / Finance Professionals (up to maximum marks)	The company should have at least four offices (One each in Northern, Southern, Eastern & Western India) having 100 IT / Telecom / Finance / Advisory / Consultancy Professionals in each office. Two marks for each additional locations having 100 IT / Telecom / Finance / Advisory / Consultancy Professionals (up to maximum marks)
v)	<i>Empanelment Period</i> As appearing on <i>Page No. 06, 25</i> or any other place in the tender document	Maximum five (05) bidders can be empanelled for providing consultancy support for the indicative list of jobs defined in the section 2 of the tender document. The empanelment will be initially for a period of three (03) years, which can be extended through mutual consent for a further period up to 05 years from the date of initial empanelment.
vi)	<i>Annexure-3, Page No 36 of Tender Document</i> <i>(One of the Table Heading)</i> “Minimum number of years with the bidder firm as on date of bid submission”.	“Number of years with the bidder firm as on date of bid submission”.

All other terms and conditions of the EOI remain unchanged.

Encl : Reply to bidder queries

-Sd-
(Alok V Agnihotri)
GM/BD/CO

Pre-bid Queries from Mazars Advisory LLP						
S.No.	Page No	Section	Clause No	Existing Clause	Clarification/Query of Bidder	RailTel Response
1	14	Section 3. Eligibility Criteria	A) Pre-Qualification Criteria (PQ):: 3.1	The bidder shall have achieved a cumulative average consultancy/advisory turnover of more than Rs. 1000 crores in India over the three preceding fiscal years, Viz. 2020- 21, 2021- 22, and 2022-23.	Request you to modify this clause: The bidder shall have achieved a cumulative average consultancy/advisory turnover of more than Rs. 1000 crores in India / Globally over the three preceding fiscal years, Viz. 2020- 21, 2021- 22, and 2022-23.	As per RFP
2	14	Section 3. Eligibility Criteria	A) Pre-Qualification Criteria (PQ):: 3.2	In addition, the bidder's turnover from IT consultancy/advisory (excluding system integration services such as software development, product support and facility management, hardware installation and maintenance, product implementation) in India should be more than Rs. 150 crores in each of the corresponding 3 years as above.	Request you to modify this clause: In addition, the bidder's turnover from IT consultancy/advisory (excluding system integration services such as software development, product support and facility management, hardware installation and maintenance, product implementation) in India / Globally should be more than Rs. 150 crores in each of the corresponding 3 years as above.	As per RFP
3	14	Section 3. Eligibility Criteria	A) Pre-Qualification Criteria (PQ):: 3	Documents Required: A certificate from the Chartered Accountant on both the turnovers in these years, in original, may be submitted: Firm should also submit the Audited Balance sheet of these 3 years	Request you to modify this clause: Documents Required: A certificate from the Chartered Accountant on both the turnovers in these years may be submitted.	As per RFP
4	14	Section 3. Eligibility Criteria	A) Pre-Qualification Criteria (PQ):: 4.1	Bidders Qualifications: 1. The bidder should have ongoing/ completed 5 IT consultancy / advisory jobs of value more than 2.5 Cr each in the last 3 years. Information on the jobs may be furnished as per Annexure-1	Request you to modify this clause: Bidders Qualifications: 1. The bidder should have ongoing/ completed 2 IT consultancy / advisory jobs of value more than 50 lakhs each in the last 3 years. Information on the jobs may be furnished as per Annexure-1	As per RFP
5	14	Section 3. Eligibility Criteria	A) Pre-Qualification Criteria (PQ):: 4.2	2. The bidder Should have experience of executing (Ongoing/Completed) at least two IT/Telecom consulting/advisory projects with the Telecom sector (Any Telecom operator having UAS, NLD, ISP,IP License) value more than 1.5 Cr each in the last 3 financial years.	Request you to modify this clause: 2. The bidder Should have experience of executing (Ongoing/Completed) at least two IT/Telecom/eGovernance/consulting/advisory projects with the Public sector , of value more than 1.5 Cr each in the last 3 financial years.	As per RFP
6	14	Section 3. Eligibility Criteria	A) Pre-Qualification Criteria (PQ):: 5	Workforce Capacity and Certification Requirement: The bidder company should have at least 1000 Professionals in IT/Telecom/Finance/Advisory/Consultancy domains on its rolls. Documents Required: Certificate issued by Head-HR or bidder's authorized signatory should be enclosed in the offer.	Request you to modify this clause: Workforce Capacity and Certification Requirement: The bidder company should have at least 100 Professionals in IT/Telecom/Finance/Advisory/Consultancy domains on its rolls. Documents Required: Certificate issued by Head-HR or bidder's authorized signatory should be enclosed in the offer.	As per RFP
7	15	Section 3. Eligibility Criteria	A) Pre-Qualification Criteria (PQ):: 6	Regional Office Compliance and Certification Requirement: At least four offices (One each in North, South, East & Western India) having at-least 100 IT/Telecom/Finance/Advisory/Consultancy Professionals in each office. Documents Required: HR-Certificate	Request you to modify this clause: Regional Office Compliance and Certification Requirement: At least three offices (Each in separate region of India). Documents Required: HR-Certificate	As per RFP
8	15	Section 3. Eligibility Criteria	A) Pre-Qualification Criteria (PQ):: 7	Empanelment Verification with Government entities Empanelment certification copy with one other Govt. entity.	Request you to modify this clause: Empanelment Verification with Government entities Empanelment certification copy with one Govt. entity.	As per RFP
9	15	Section 3. Eligibility Criteria	B) Technical Qualification Criterion (TQ):: 1	Consulting firm operating in India (Year of operations): * 2 Marks (up to maximum marks) for each completed year of operation (over and above 3 Years asked for in PQ)	Request you to modify this clause: Consulting firm operating in India (Year of operations): * 5 Marks (up to maximum marks) for each completed year of operation (over and above 3 Years asked for in PQ)	As per RFP
10	15	Section 3. Eligibility Criteria	B) Technical Qualification Criterion (TQ):: 2	Cumulative Turnover from Consultancy/Advisory in India in last three financial years. * 2 Marks (up to maximum marks) for each additional Rs. 100 Cr. turnover (over and above Rs. 1000 Crore asked for in PQ)	Request you to modify this clause: Cumulative Turnover from Consultancy/Advisory in India / Globally in last three financial years. * 2 Marks (up to maximum marks) for each additional Rs. 100 Cr. turnover (over and above Rs. 1000 Crore asked for in PQ)	As per RFP

Pre-bid Queries from Mazars Advisory LLP

11	15	Section 3. Eligibility Criteria	B) Technical Qualification Criterion (TQ):: 3	Cumulative Turnover from IT Consultancy/Advisory in India of more than Rs. 150 crores in last three financial years. * 5 Marks (up to maximum marks) for each additional Rs. 10 Cr. turnover (<i>over and above Rs. 150 Crore asked for in PQ</i>)	Request you to modify this clause: Cumulative Turnover from IT Consultancy/Advisory in India / Globally of more than Rs. 150 crores in last three financial years. * 5 Marks (up to maximum marks) for each additional Rs. 10 Cr. turnover (<i>over and above Rs. 150 Crore asked for in PQ</i>)	As per RFP
12	15	Section 3. Eligibility Criteria	B) Technical Qualification Criterion (TQ):: 4A	IT consultancy/Advisory work orders in last 3 financial years. * 5 Marks (up to maximum marks) for each additional work orders of value > 50 lakhs (<i>over and above 5 IT consultancy/Advisory work orders of value more than Rs. 2.5 Cr asked for in PQ</i>)	Request you to modify this clause: IT consultancy/Advisory work orders in last 3 financial years. * 5 Marks (up to maximum marks) for each additional work orders of value > 25 lakhs (<i>over and above 2 IT consultancy/Advisory work orders of value more than Rs. 50 lakhs asked for in PQ</i>)	As per RFP
13	16	Section 3. Eligibility Criteria	B) Technical Qualification Criterion (TQ):: 4B	IT/ Telecom consultancy/Advisory work orders of Telecom sector in India in last 3 financial years. * 5 additional marks (up to maximum marks) for Each additional work orders of value > Rs. 30 lakhs (<i>over and above 2 Telecom sector consultancy/advisory work order of value more than Rs. 1.5 Cr. Each asked for in PQ</i>)	Request you to modify this clause: IT/Telecom/eGovernance/consulting/advisory work orders with the Public sector in India in last 3 financial years. * 5 additional marks (up to maximum marks) for Each additional work orders of value > Rs. 30 lakhs (<i>over and above 2 Public sector consultancy/advisory work order of value more than Rs. 1.5 Cr. Each asked for in PQ</i>)	As per RFP
14	16	Section 3. Eligibility Criteria	B) Technical Qualification Criterion (TQ):: 4C	If the 2 of the above (4A & 4B) with Government Departments/PSUs. * Up to 2 work orders above (4A) and 1 work order (4B) with Government Departments/PSUs – 3 Marks * Above 2 work orders (4A) and 1 work order (4B) with Government Departments/PSUs – 5 Marks	Request you to modify this clause: In 4A above, if with Government Departments/PSUs. * Up to 2 work orders with Government Departments/PSUs – 3 Marks * Above 2 work orders with Government Departments/PSUs – 5 Marks	As per RFP
15	16	Section 3. Eligibility Criteria	B) Technical Qualification Criterion (TQ):: 5	The company shall have at least 1000 IT/Telecom/Finance Professionals on its rolls * Minimum 1000 up to 1199 FTE – 10 marks * 1200 – 1500 FTE- 15 Marks * Above 1500 FTE- 20 Marks	Request you to modify this clause: The company shall have at least 1000 IT/Telecom/Finance/IT Security/Cyber Security Professionals on its rolls * Minimum 100 up to 119 FTE – 10 marks * 120 – 150 FTE- 15 Marks * Above 150 FTE- 20 Marks	Please refer Corrigendum-01
16	16	Section 3. Eligibility Criteria	B) Technical Qualification Criterion (TQ):: 6	The company should have at least four offices (One each in Northern, Southern, Eastern & Western India) having 100 IT/Telecom/Finance Professionals in each office. Two marks for each additional locations having 100 IT/Telecom/Finance Professionals. (up to maximum marks)	Request you to modify this clause: The company should have At least three offices (Each in separate region of India) Two marks for each additional locations. (up to maximum marks)	Please refer Corrigendum-01

Pre-bid Queries from Mazars Advisory LLP			
Additional Clauses for inclusion			
17	Indemnity	Tenderer shall indemnify and hold harmless the bidder for all Losses incurred in connection with any third-party Claim, except to the extent finally judicially determined to have resulted primarily from the fraud or bad faith of such Bidder.	As per RFP
18	Limitation of the Bidder's Liability towards the Purchaser	Tenderer (and any others for whom Services are provided) shall not recover from the Supplier, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive, or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Tenderer (and any others for whom Services are provided) shall not recover from the Supplier, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the amount actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services	As per RFP
19	Non-solicitation	Bidder shall not hire employees of Tenderer or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of Tenderer directly involved in this contract during the period of the contract and one year thereafter.	As per RFP
20	Force Majeure	<p>1) Bidder shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.</p> <p>2) For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.</p> <p>3) Unless otherwise directed by Tenderer in writing, the selected contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>4) In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, Tenderer and the bidder shall hold consultations in an endeavour to find a solution to the problem.</p> <p>5) Notwithstanding above, the decision of Tenderer shall be final and binding on the bidder regarding termination of contract or otherwise.</p>	As per RFP
21	Termination for Convenience	<p>1) In case of termination, Tenderer shall pay the bidder for all work-in progress, Services already performed, and expenses incurred by the bidder up to and including the effective date of the termination of this Agreement.</p> <p>2) Tenderer shall be entitled to terminate/cancel the purchase order at any time for the balance order quantity which is within the delivery schedule with no liability on either side and without assigning any reason thereof. However, the purchase order for the quantity which has already been offered for inspection shall not be cancelled and supply of the same shall be availed in due course of time.</p> <p>3) Bidder may terminate/cancel the contract by giving a written notice of 30 days in case:</p> <p>a) Its invoices are not paid on time</p> <p>b) If Tenderer fails to comply with the terms of agreement</p>	As per RFP
22	Retention of copies	On payment of all bidder due in connection with the Contract, Tenderer shall obtain a non-exclusive license to use within its internal business, subject to the other provisions of this Contract, any Deliverables or work product for the purpose for which the Deliverables or work product were supplied. bidder retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that bidder may use or develop in connection with the Contract.	As per RFP
23	Non-Exclusivity	It is agreed that the services are being rendered on a non-exclusive basis and the bidder shall have the right to pursue business opportunities that it may in its sole discretion deem appropriate.	As per RFP

Pre-bid Queries from PwC

Sr. No	Section No.	Clause No.	Page no	Reference/ Subject	Clarification Sought	RailTel Response
1	Section 3: Eligibility Criteria Checklist	1B	13	Non-Blacklist Self-Certification: No blacklisting by Govt./PSU in the last 3 FYs on company letterhead.	It is requested that the criteria should be instead modified as: The bidder should not be blacklisted by Govt./PSU in the last 3 FYs as on bid submission date.	As per RFP
2	Section 3: Eligibility Criteria Checklist	3	14	The bidder shall have achieved a cumulative average consultancy/advisory turnover of more than Rs. 1000 crores in India over the three preceding fiscal years, Viz. 2020-21, 2021-22, and 2022-23.	Please define the cumulative average consultancy/advisory turnover terms as outlined in the specified criteria of the RFP.	As per RFP
3	Section 3: Eligibility Criteria Checklist	4	14	Document required missing	We understand that Completion Certificate from end customer for completed projects/ CA Certificate (certifying that 80% of Fees/Charges has already been invoiced and/or received for Ongoing projects)/ CS Certificate/Statutory Auditor Certificate along with copy of Work order/ Contract shall meet the mentioned criteria of the RFP	May please refer Page No. 16-17 of the RFP
4	Section 2: Indicative list of Consulting jobs & Special Conditions of Contract	2.2	11	Network Design & Management: Quality certification for Infrastructure/ Services ISO certification(s) including need assessment, due diligence, certification guidance, training and audits.	We understand that the consultant's role will be to assist the client in obtaining the required certification, and that the client will solely bear the cost of the certification.	As per RFP
5	Section 2: Indicative list of Consulting jobs & Special Conditions of Contract	2.2	11	Study on Technology & Business Trends in Indian & International ICT sector: Network & Physical security certification and processes implementation	We understand that the consultant's role will be to assist the client in obtaining the required certification, and that the client will solely bear the cost of the certification.	As per RFP
6	Section 2: Indicative list of Consulting jobs & Special Conditions of Contract	2.2	11	PPP advisory and Other important strategies	Please provide more details of the mentioned tasks	As per RFP
7	Limitation of Liability	NA	NA	Limitation of Liability	we request to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by MeitY. It is also the normal industry practice. Railtel may consider including the following language: <i>"Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</i>	As per RFP
8	Confidentiality Obligations	9.5	28	The empaneled 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.	we request to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause: <i>"Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."</i>	As per RFP

Pre-bid Queries from PwC

Sr. No	Section No.	Clause No.	Page no	Reference/ Subject	Clarification Sought	RailTel Response
9	Confidentiality Obligations	9.5	28	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.	<p>We request to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Railtel is therefore requested to kindly include the following clause:</p> <p><i>"Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes."</i></p>	As per RFP
10	Confidentiality Obligations	9.5	28	Confidentiality Obligations	We request to reduce the survival period of confidentiality obligations to one year post expiry or termination.	As per RFP
11	Intellectual Property Rights:	10 G	30	IPR Indemnity Intellectual Property Rights: The empanelled Bidder will indemnify RAILTEL of any infringement of third party rights be they under the Patents Act or the IPR.	<p>We request to include the following exceptions and procedure as these are industry standards and reasonable. These are also mentioned in the MeitY guidelines.</p> <p><i>"1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.</i></p> <p><i>2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a non-infringing equivalent; iii. Modify it to make it non-infringing.</i></p> <p><i>3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement."</i></p>	As per RFP
12	Indemnity	9.7	28	The empanelled agency will indemnify RAILTEL and its client organizations of all legal obligations of its professionals deployed for RAILTEL projects.	We request for deletion of this section. However, if Railtel insists on retaining it, we urge that it be made subject to an overall cumulative liability cap of the total contract value and be subject to the final determination of a court/arbitrator.	As per RFP
13	Termination	10	25	Other Important terms & Contract	In order to uphold the principles of natural justice, we kindly request a rectification period of at least 30 days prior to invoking this clause.	As per RFP
14	Termination	10	25	Other Important terms & Contract	To uphold the principles of natural justice and to bring parity in the contract, we request to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.	As per RFP
15	Risk Purchase	9.8	NA	Risk Purchase	We request to limit our liability under this clause to 10% of the value of corresponding goods/services not delivered by us.	As per RFP

Pre-bid Queries from PwC

Sr. No	Section No.	Clause No.	Page no	Reference/ Subject	Clarification Sought	RailTel Response
16	Detailed Financial Bid	3	33	The rates finalized will not be changed for the first 2 years. After Every two consecutive years there will be automatic escalation of 10% of agreed and final rates of the first year. This is to adjust inflation and salary changes.	We request that empanchments incorporate a provision for an annual rate increase.	As per RFP
17	Liquidated damages	8G	26	Liquidated damages will be applicable at the rate of half percent per week or part thereof for undelivered portions subject to a maximum of 10% of the total order value.	We request to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.	As per RFP
18	Liquidated damages	8G	26	Liquidated damages	We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore we request to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.	As per RFP
19	Liquidated damages	8G	26	Liquidated damages	We understand that bidder would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.	As per RFP
20	Arbitration	9.1	29	Settlement of Dispute and Arbitration	In order to uphold the principles of natural justice (Nemo judex in causa sua- no one should be judge in ones own case) and the provisions of the Arbitration and Conciliation Act, we request that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by Consultant, one by the client and the two arbitrators appoint third arbitrator. Please confirm.	As per RFP
21	Technical Qualification Criteria	5	16	The company shall have at least 1000 IT/Telecom/Finance Professionals on its rolls	It is requested to modify the clause as "The company shall have at least 1000 IT/Telecom/Finance /advisory/consultancy Professionals on its rolls"	As per RFP
22	Technical Qualification Criteria	6	16	The company should have at least four offices (One each in Northern, Southern, Eastern & Western India) having 100 IT/Telecom/Finance Professionals in each office.	It is requested to modify the clause as "The company should have at least four offices (One each in Northern, Southern, Eastern & Western India) having 100 IT/ Telecom/ Finance/Advisory/Consultancy Professionals in each office."	As per RFP

Pre-bid Queries from EnY

Sl. No.	Page No/ Clause no	Clause	Query	RailTel Response
1.	General	NA	We request you to kindly extend the proposal due date by at least three weeks from date of publication of response to pre-bid queries.	Please refer Corrigendum-01
2.	Pg No. 11, Section 2: Indicative list of Consulting jobs & Special Conditions of Contract, pt. 2.2	Table under clause 2.2	Is the scope of work limited to "Jobs requiring execution by the empanelled bidders"?	As per RFP
3.	Pg No. 11, Section 2: Indicative list of Consulting jobs & Special Conditions of Contract, pt. 2.3	From the above list, a job will be assigned to any one of the empanelled bidders. For each job, the bidder will prepare a time/cost document. The document, as per Annexure-2, will indicate the man-month efforts of bidder's consultants at various levels at the rates finalized through this tender. After approval of the cost/time estimates by a duly constituted Project Review Committee (PRC), RailTel will issue a work order for job assignment. The bidders will prepare such time/cost documents free of charge.	We understand that since the rates will be finalized at the time of empanelment, selection will be based on quality and the costing will depend on scope of work. Is this understanding correct?	As per RFP
4.	General	NA	Kindly provide more clarity on what basis the work will be awarded to empanelled bidders. Is there any minimum work commitment RAILTEL will make to empanelled bidders?	As per RFP
5.	Pg. no. 13, Section: 3, PQ criteria pt. 4, sub pt. 2	2. The bidder Should have experience of executing (Ongoing/Completed) at least two IT/Telecom consulting/advisory projects with the Telecom sector (Any Telecom operator having UAS, NLD, ISP,IP License) value more than 1.5 Cr each in the last 3 financial years.	Requesting to kindly allow for international experience in the telecom sector.	As per RFP
6.	Pg. no. 13, Section: 3, PQ criteria pt. 4, sub pt. 2	2. The bidder Should have experience of executing (Ongoing/Completed) at least two IT/Telecom consulting/advisory projects with the Telecom sector (Any Telecom operator having UAS, NLD, ISP,IP License) value more than 1.5 Cr each in the last 3 financial years.	Request to remove the license criteria (UAS, NLD, ISP,IP License)	As per RFP
7.	Pg. no. 13, Section: 3, PQ criteria pt. 4, sub pt. 2	2. The bidder Should have experience of executing (Ongoing/Completed) at least two IT/Telecom consulting/advisory projects with the Telecom sector (Any Telecom operator having UAS, NLD, ISP,IP License) value more than 1.5 Cr each in the last 3 financial years.	Request to consider value of the IT/ Telecom sector consultancy projects for 50 lakhs each in the last 3 financial years	As per RFP
8.	Pg. no. 13, Section: 3, PQ criteria pt. 4, sub pt. 2	2. The bidder Should have experience of executing (Ongoing/Completed) at least two IT/Telecom consulting/advisory projects with the Telecom sector (Any Telecom operator having UAS, NLD, ISP,IP License) value more than 1.5 Cr each in the last 3 financial years.	We understand that implementation of smart cities projects entails a component of Fiber network rollout which falls under the ambit of Telecom sector. Please confirm if the same is ok and can be included as part of our work experience.	As per RFP
9.	Pg No. 15, B) Technical Qualification Criterion (TQ): Pt. 2	Cumulative Turnover from Consultancy/Advisory in India in last three financial years. • 2 Marks (up to maximum marks) for each additional Rs. 100 Cr. turnover (over and above Rs. 1000 Crore asked for in PQ)	The current criteria may be modified in the following manner to ensure that industry trusted bidders participate in the bid: "Cumulative Turnover from IT Consultancy/Advisory in India in the last three financial year: 1. >= INR 1500 Cr: 10 marks 2. <INR 1500 Cr and >=INR 1250 Cr: 05 marks 3. <INR 1250 Cr and >INR 1000 Cr: 02 marks"	As per RFP
10.	Pg No. 15, B) Technical Qualification Criterion (TQ): Pt. 3	Cumulative Turnover from IT Consultancy/Advisory in India of more than Rs. 150 crores in last three financial years. • 5 Marks (up to maximum marks) for each an each additional Rs. 10 Cr. turnover (over and above Rs. 150 Crore asked for in PQ)	The current criteria may be modified in the following manner to ensure that industry trusted bidders participate in the bid: "Cumulative Turnover from IT Consultancy/Advisory in India in the last three financial year: 1. >= INR 180 Cr: 15 marks 2. <INR 180 Cr and >=INR 165 Cr: 10 marks 3. <INR 165 Cr and >INR 150 Cr: 5 marks"	As per RFP

Pre-bid Queries from EnY

Sl. No.	Page No/ Clause no	Clause	Query	RailTel Response
11.	Pg 16, B) Technical Qualification Criterion (TQ), Section 3, Eligibility Criteria	Bidders securing greater than or equal to 60% of maximum marks i.e. total of 60 out of 100 as above will only be considered technically qualified and would be eligible for financial evaluation.	To ensure technical competency of empanelled bidders, it is requested that the cut off for TQ section may be kept at 70% of the total marks	As per RFP
12.	Pg no. 17, pt a), Section 3, Eligibility Criteria	a) If Work is Completed and NDA with customer not Signed: Completion Certificate from end customer/ CA Certificate/ CS Certificate/Statutory Auditor Certificate along with copy of Work order/ Contract clearly highlighting the Project/Work Reference, scope of work, Cost of Project, duration of project (Start and End Date) and clearly stating that Project has been completed. Also, in Completion Certificate from end customer/CA/CS/ Statutory Auditor certificate it should be clearly mentioned that the scope of PO/Work order referred for fulfilment of clause of PQ/TQ is matching with the requirement of Tender/RFP.	In case of completion certificate from client, completion certificate will mention the scope of work which will be in sync with RFP criteria. However, it may not be possible for the completion certificate to mention that "the scope of PO/Work order referred for fulfilment of clause of PQ/TQ is matching with the requirement of Tender/RFP". We will clearly highlight the scope of services in the completed projects and map the same with RFP criteria. Please allow for the same.	As per RFP
13.	Pg no. 17, pt a), Section 3, Eligibility Criteria	a) If Work is Completed and NDA with customer not Signed: Completion Certificate from end customer/ CA Certificate/ CS Certificate/Statutory Auditor Certificate along with copy of Work order/ Contract clearly highlighting the Project/Work Reference, scope of work, Cost of Project, duration of project (Start and End Date) and clearly stating that Project has been completed. Also, in Completion Certificate from end customer/CA/CS/ Statutory Auditor certificate it should be clearly mentioned that the scope of PO/Work order referred for fulfilment of clause of PQ/TQ is matching with the requirement of Tender/RFP.	Attaining the mentioned certificates may require time and coordination with different department, hence we request to modify the clause as follows: a) If Work is Completed and NDA with customer not Signed: Completion Certificate from end customer/ client satisfaction letter / CA Certificate/ CS Certificate/Statutory Auditor Certificate/ bidder's authorized signatory certificate along with copy of Work order/ Contract clearly highlighting the Project/Work Reference, scope of work, Cost of Project, duration of project (Start and End Date) and clearly stating that Project has been completed.	As per RFP
14.	Pg no. 17, pt c), Section 3, Eligibility Criteria	c) If Work is On Going and NDA with customer not signed: In case project is on- going a certificate from the end customer /CA/CS/Statutory Auditor duly mentioning reference of concerned Order and certifying that 80% of Fees/Charges has already been invoiced and/or received. Also, the copy of Work order/ Contract clearly highlighting the scope of work should be enclosed. Also, in Certificate from end customer/CA/CS/ Statutory Auditor certificate it should be clearly mentioned that the scope of PO/Work order referred for fulfilment of clause of PQ/TQ is matching with the requirement of Tender/RFP.	You may understand that with government client, it is difficult to get a certificate from the end- customer mentioning that 80% of the fees/charges have been invoiced and/or received. Given this, it is requested to consider only work order as proof of work and not invoice raised or receipt of payment.	As per RFP
15.	Pg. No. 24, Clause 7.2 Financial Evaluation	a. For consideration of their bids, the bidders have to quote rates for all the five resource levels in the Detailed financial bid- Annexure-DF-Packet-B . The rates quoted should be as per industry standards for the educational qualifications and experience as per Annexure-3. For any of the resource levels, bids, quoting zero or incredibly low rates compared to the industry prevalent rates, will be rejected and EMD forfeited.	It is requested to clearly specify the range of low rates. This will ensure that there is no price-market distortion	As per RFP
16.	Pg No. 25, Clause 7.3, pt b	RAILTEL will have a panel of Five bidders Maximum) for availing the services during the period of empanelment, which will be initially for two years. Depending on the project requirements, RAILTEL may extend the period of empanelment for additional three (for 2 years + 1 year after initial 2 years through mutual consent. The empanelled bidders will have to renew/re-submit the security deposit/BG for the extended period of empanelment.	In Clause 7.3 empanelment period is mentioned as 2 years, however in Section 1, pt. 1.2 under Scope of Work, empanelment period is mentioned as 3 years. Please clarify.	Please refer Corrigendum-01

Pre-bid Queries from EnY

Sl. No.	Page No/ Clause no	Clause	Query	RailTel Response
17.	Pg No. 28, Clause 9.5, 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 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.	Request you to please add new clause under Confidentiality: "Except as otherwise permitted by this agreement, neither of the parties may disclose to third parties the contents of this agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this agreement, or (c) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this agreement."	As per RFP
18.	Pg. No. 28, Clause 9.8, Termination for Default	Termination for Default New Clause	Request you to please add the following clause in the RFP: "Selected bidder may terminate this agreement, or any particular services, immediately upon written notice to RAILTEL if selected bidder reasonably determine that it can no longer provide the services in accordance with applicable law or professional obligations"	As per RFP
19.	Pg. No. 36, Annexure 3, Educational Qualifications and Experience of various positions	Minimum number of years with the bidder firm as on date of bid submission	We understand that the RFP intends to ask how many years the resource has spent in the bidding firm. However the row description in the table mentions "Minimum number of years with the bidder firm as on date of Bid Submission". Please clarify if our understanding is correct.	Please refer Corrigendum-01
20.	General	NA	It is requested that RAILTEL may allow replacement of resources with equivalent resources in case of exigencies such as resignation or job termination/health related issues/death, etc.	As per RFP

Pre-bid Queries from DELLOITTE

Sl.	Section No.	Page No.	Content of the RFP requiring clarification	Clarification Sought	RaiTel Response
1.	-	3	Due Date and time of Submission of bids - 15-March-2024 till 15:00 Hrs	Kindly extend the timeline for bid submission by at least 7 days i.e., 22-Mar-2024 till 1500 Hrs	Please refer Corrigendum-01
2.	Section 1 Clause 12	10	Security deposit On receipt of Letter of Acceptance of Tender from the RaiTel, the tenderer shall, within a period of 15 days, submit the security deposit of Rs. 10,00,000 (Rs. Ten Lakhs) in the form of Bank Guarantee from a scheduled commercial bank in the format prescribed at Annexure 5 payable on demand, for the due performance and fulfilment of the contract by the bidder for the duration of the empanelment or extended period, in favour of RaiTel Corporation of India Limited.	As issuance of Bank Guarantee has dependency on external agency i.e., bank, request you to kindly extend the timeline for submission of bank guarantee by at least 30 days. Revised the clause as follows: On receipt of Letter of Acceptance of Tender from the RaiTel, the tenderer shall, within a period of 30 days , submit the security deposit of Rs. 10,00,000 (Rs. Ten Lakhs) in the form of Bank Guarantee from a scheduled commercial bank in the format prescribed at Annexure 5 payable on demand, for the due performance and fulfilment of the contract by the bidder for the duration of the empanelment or extended period, in favour of RaiTel Corporation of India Limited.	As per RFP
3.	Section 3 S. No. 1	13	Requirement: Registration of Firm with their registered office in India for the last three financial years. Documents Required 1. Certificate of Incorporation with ROC, with Registration Date. The year of Incorporation must be clearly mentioned. 2. Memorandum of Association 3. Articles of Association 4. Partnership Deed, if applicable	In case of LLP, memorandum of association, article of association, etc. are not applicable and hence, we will not be able to submit the same. Kindly clarify if certificate of incorporation, highlighting the year of incorporation, can be considered for LLP firm.	As per RFP
4.	Section 3	14	Bidder qualification 1. The bidder should have ongoing/ completed 5 IT consultancy/advisory jobs of value more than 2.5 Cr each in the last 3 years. Information on the jobs may be furnished as per Annexure-1 2. The bidder Should have experience of executing (Ongoing/Completed) at least two IT/Telecom consulting/advisory projects with the Telecom sector (Any Telecom operator having UAS, NLD, ISP, IP License) value more than 1.5 Cr each in the last 3 financial years.	We understand that the projects required to be showcased as part of qualification should be undertaken within last three financial year. Kindly confirm if our understanding is correct.	As per RFP
5.	Section 3	16 & 17	Also, in Completion Certificate from end customer/CA/CS/ Statutory Auditor certificate it should be clearly mentioned that the scope of PO/Work order referred for fulfilment of clause of PQ/TQ is matching with the requirement of Tender/RFP.	The methodology provided for PQ and TQ evaluation mandates the requirement of mentioning the scope of PO/ work order in the completion certificate. However, as a normal practice CA/ CS / Statutory auditor only verify the financials and issue certificate based on that and hence, will not issues us certificate mentioning anything related to scope of work. Moreover, client/ customer does not include scope of work in the completion certificate. Hence, request you to kindly relax the requirement and remove this clause.	As per RFP
6.	Section 6 3b	21	Once the bidders have selected the tenders they are interested, they can pay the processing fee Rs 5000+18% GST (NOT REFUNDABLE) by net-banking / Debit / Credit card. After that respective contractor/Vendor may download the required documents / tender schedules, Bid documents etc. Once you pay all applicable fees, tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.	Please take into account the acceptance of NEFT transactions for the processing fee, as the payment methods currently mentioned, namely net banking, debit, and credit cards, are not utilized for business payments.	Please refer Corrigendum-01
7.	Section 7 7.3	25	d) The conditions stipulated in the contract will be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the RAILTEL.	Kindly let us know if RaiTel would be willing to consider some of the changes that bidder propose during the contracting phase.	As per RFP
8.	Section 9 9.6	28	b) 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 the ownership of deliverables will be given to RaiTel. However, pre-existing IPR in the deliverables will still be with the bidder. Considering this we propose below language: "Upon expiration of this Agreement / Contract or sooner upon written request of the Client, all Confidential Information in the possession of <name of bidder> 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 bidder> retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that <name of bidder> may use or develop in connection with this Contract. <name of bidder> is not responsible if the client infringes the IPR by modifying the deliverables submitted by <name of bidder>	As per RFP
9.	Section 9 9.7	28	b) 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 which limits firm's liability. Kindly raise during the pre-bid and also try to negotiate with the client to incorporate below clause in the contract. "Notwithstanding anything contained 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.	As per RFP
10.	Section 9 9.8	29	RAILTEL may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other agencies and the defaulting agency will be liable to compensate RAILTEL for any extra expenditure involved towards support service to complete the scope of work totally.	We suggest adding termination clause in case of independence issues. "Consultant/ bidder may terminate this Contract by a written notice to Client if Consultant/ bidder determines that a law, regulation or anything having similar import, or a circumstances (including cases where Client's ownership or constitution has changed), makes Consultant/ bidder performance of the Contract impermissible or in conflict with independence or professional rules applicable to Consultant/ bidder."	As per RFP

Pre-bid Queries from DELLOITTE

Sl.	Section No.	Page No.	Content of the RFP requiring clarification	Clarification Sought	RaiiTel Response
11.	Section 10	30	b) RAILTEL may by written notice sent to the empanelled bidder; terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for RAILTEL 's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. RAILTEL reserves the right to cancel the remaining part and pay to the selected vendor an agreed amount for partially completed Services.	Request that in termination scenario, RaiiTel intimate the bidder along with a period for remediation . If the bidder are unable to resolve within the said period, then the RaiiTel can act as mentioned here.	As per RFP
12.	Section 10	30	e) The bidder will be responsible for any damage to equipment's, property and third party liabilities caused by acts on part of its deployed consultants at RAILTEL/User's premises. All equipment will be used only for the purpose of carrying out legitimate business of RAILTEL /User's organization and will not be put into any other use." Notwithstanding anything contained herein, the total liability of the bidder shall not be more than the Contract Value from RaiiTel.	Kindly limit the liability and indemnity to the contract value.	As per RFP
13.	Section 10	30	g) Intellectual Property Rights: The empanelled Bidder will indemnify RAILTEL of any infringement of third party rights be they under the Patents Act or the IPR." Notwithstanding anything contained herein, the total liability of the bidder shall not be more than the Contract Value from RaiiTel.	The indemnities mentioned herein is very wide. Kindly cap the indemnity and the bidder should be only liable for indemnities which are judicially determined and solely attributable to the bidder.	As per RFP