

Dated 12.03.2025

Corrigendum-2

To,

All Eligible Bidder,

Sub: "Selection of partner for Supply, Implementation of Integrated Infrastructure & IT solutions and Comprehensive Maintenance Support for customer of RailTel through Open Tender".

RFP NO. RCIL/COMKTG/VAB/24-25/OT/E-47252/OT/01 Dated 19.02.2025

Corrigendum 2, incorporating changes to the RFP issued ibid are tabulated below.

| Existing Clause | Modified as |
|---|--|
| <p>4.8 CONTRACT DURATION The contract duration shall be 5 year from the date of successful installation and commissioning of the work (Go-Live of the network) unless otherwise terminated earlier, as mentioned in this RFP document. The contract duration can be renewed / extended by RailTel at its discretion, in case Customer of RailTel extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by Customer of RailTel to RailTel. An agreement shall need to be signed by the successful bidder at the quoted/ agreed rate as per the terms & conditions of the RFP. Agreement will be signed after issuance of ERP based PO to Selected Bidder and submission of PBG by the successful bidder</p> | <p>4.8 CONTRACT DURATION The contract duration shall be 5 year from the date of successful installation and commissioning of the work (Go-Live of the network) unless otherwise terminated earlier, as mentioned in this RFP document. The contract duration can be renewed / extended by RailTel at its discretion, in case Customer of RailTel extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by Customer of RailTel to RailTel. An agreement shall need to be signed by the successful bidder at the quoted/ agreed rate as per the terms & conditions of the RFP. Agreement will be signed after issuance of LOA/LOI/PO/ERP based PO to Selected Bidder and submission of PBG by the successful bidder</p> |
| <p>4.6 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY (4) The EMD/Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Proposal of the Selected Bidder or when the Tender Inviting Authority cancels the Bidding Process.</p> | <p>4.6 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY (4) The EMD/Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible after declaration of technical evaluation result / finalization of tender or when the Tender Inviting Authority cancels the Bidding Process.</p> |
| <p>6.4.1 Step- 1 (Packet-1): Pre-Qualification (c) Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria through Portal and subsequently. The Bid Security amount shall be returned to the respective disqualified Bidders after the</p> | <p>6.4.1 Step- 1 (Packet-1): Pre-Qualification (c) Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria through Online Portal/E-mail etc. Subsequently, EMD/Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as</p> |

submission of Performance Bank Guarantee (PBG) by the successful Bidder.

possible after declaration of technical evaluation result.

6.7.2 Performance Bank Guarantee (PBG) :

Within fifteen (15) working days from the date of issuance of LOI/PO, the successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the Authority. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Annexure 9 payable on demand, for the due performance and fulfilment of the contract by the bidder.

6.7.2 Performance Bank Guarantee (PBG) :

Within **Thirty (30)** working days from the date of issuance of LOI/PO, the successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the Authority **failing which a penal interest of 15% per annum shall be charged for the delay period.** The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Annexure 9 payable on demand, for the due performance and fulfilment of the contract by the bidder.

6.7.4 Warranty & Maintenance

(a) Warranty: The bidder should provide warranty with Next business Support for each item (wherever applicable) for Five year until and unless explicitly mentioned along with the specification of the products after Installation commencement report provided by the Customer of RailTel and completion of training (if any). During the warranty period, the bidder shall warrant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.

Authority or designated representatives of the bidder shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable for repair or replace the defective systems, without costs to Authority and within time specified and acceptable to Authority.

If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, Authority may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice

6.7.4 Warranty & Maintenance

(a) Warranty: The Electronics items covered in the schedule of the requirements/Bill of Material (BOM), shall carry Five Years onsite Warranty support Service from OEM. Certificate from OEM for warranty service is required to be submitted, commencing from the date of completion of entire job by submitting a Work Completion Report signed and accepted by Customer of RailTel. The service support/warranty services have to be provided at Customer of RailTel's location in Delhi. The repairing/rectification of the items under warranty must be done at site only. During the warranty period, the bidder shall warrant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless/otherwise provided in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.

Authority or designated representatives of the bidder shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period for repair or replace the defective systems, without costs to Authority and within time specified and acceptable to Authority. If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, Authority may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights, which Authority may have against the bidder under the contract.

| | |
|--|---|
| to any other rights, which Authority may have against the bidder under the contract. | |
| 6.5 PRE-QUALIFICATION CRITERIA Eligibility Criteria for The OEM proposed in the Solution SN 3 The OEM of active network devices to be quoted by the bidder should be present in the country from at least past 10 years. | 6.5 PRE-QUALIFICATION CRITERIA Eligibility Criteria for The OEM proposed in the Solution SN 3 The OEM of active network devices to be quoted by the bidder should be present in the country from at least past 7 years. |
| 6.5 PRE-QUALIFICATION CRITERIA Eligibility Criteria for The OEM proposed in the Solution SN 4 All products being quoted should be available as on date with the OEM and should be publicly referenceable. | 6.5 PRE-QUALIFICATION CRITERIA Eligibility Criteria for The OEM proposed in the Solution SN 4 All products being quoted should be available as on date with the OEM. The equipment offered by the OEM or equipment of the same series/ family from the same OEM should have been satisfactorily working in Government/PSUs/Telecom Service Providers/ISP/Enterprise network for at least 12 months as on opening of bid, in India or Abroad. Work order copy to be shared for the proposed item along with certificate of satisfactory working of equipment from end customer. |
| Last Date of bid submission [17-MAR-2025 , 15:00 HRS] | Last Date of bid submission [21-MAR-2025 , 15:00 HRS] |
| Date of opening of Technical Bid [17-MAR-2025 15:30 HRS] | Date of opening of Technical Bid [21-MAR-2025 15:30 HRS] |

Further, the following clauses are added in the RFP:

6.11 Indemnity:

Selected bidder shall indemnify, protect and save RailTel and hold RailTel harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from:

- a. An act or omission of the Selected bidder, its employees, its agents in the performance of the services provided by this contract.
- b. Breach of any of the terms of this TENDER or breach of any representation or warranty by the Selected bidder,
- c. Use of the deliverables and or services provided by the Selected bidder,
- d. Infringement of any patent, trademarks, copyrights etc. Or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

Selected bidder shall further indemnify RailTel against any loss or damage to RailTel premises or property, loss of life, etc., due to the acts of the Selected bidder's employees or representatives. The Selected bidder shall further indemnify RailTel against any loss or

damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on RailTel for malfunctioning of software or deliverables at all points of time, provided however,

- a) RailTel notify the Selected bidder in writing on becoming aware of such claim,
- b) The Selected bidder has sole control of defence and all related settlement negotiations,
- c) RailTel provides the Selected bidder with the assistance, information and authority reasonably necessary to perform the above, and
- d) RailTel does not make any statement or comments or representations about the claim without prior written consent of the Selected bidder, except under due process of law or order of the court. It is clarified that the Selected bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to RailTel (and/or its customers, users and service providers) rights, interest and reputation. Selected bidder shall be responsible for any loss of life, etc, due to acts of Selected bidder's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. Selected bidder should take full responsibility for its and its employee's actions. The Selected bidders should indemnify RailTel (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from: Non-compliance of the Selected bidder with Laws / Governmental Requirements IP infringement Negligence and misconduct of the Selected bidder, its employees, and agents Breach of any terms of TENDER, Representation or Warranty Act or omission in performance of service.

Further,

- a) Selected bidder's aggregate liability in connection with obligations undertaken as a part of the Tender regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.
- b) Selected bidder's liability in case of claims against RailTel resulting from Wilful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited
- c) RailTel shall not be held liable for any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of obligation under the Tender.
- d) Under no circumstances RailTel shall be liable to the selected Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if RailTel has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.
- e) Subject to any law to the contrary, and to the maximum extent permitted by law RailTel shall not be liable to Selected bidder for any consequential/ incidental, or indirect damages arising out of this agreement. Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by RailTel arising out of claims made by its customers and/or regulatory authorities. The Selected bidder shall not indemnify RailTel for
 - I. Any loss of profits, revenue, contracts, or anticipated savings or
 - II. Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of RailTel would be considered as a "direct" claim

6.12 Audit By Third Party:

RailTel reserves the right for audit from RailTel and/or third party and/or regulatory body for the established network. It shall be responsibility of the bidder to cooperate and provide necessary information and support to the auditors. The bidder must ensure that the audit observation is closed on top priority and to the satisfaction of RailTel, regulator and its appointed auditors. Extreme care should be taken by the bidder to ensure that the observations do not get repeated in subsequent audits. Such noncompliance by bidder shall attract suitable action by RailTel.

6.13 Inspection & Consignee Address:

- a) Inspection of material shall be carried out by RailTel's authorized representative. Charges for 3rd party inspection if any shall be borne by RailTel but necessary facilities to carry out tests/witness inspection shall be provided by the manufacturer/ tenderer, free of cost.
- b) Along with inspection call, the tenderer/manufacturer shall submit details of test procedures, test programme, test parameters together with permitted values, etc., and their Quality Assurance Plan.
- c) In case material fails during inspection, the fresh lot of material shall be offered without any extra cost, by the manufacturer/tenderer. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's/ tenderer's account.
- d) Consignee detail shall be given to the selected bidder at the time of issue of LOA/Purchase order. However, it is to clarify that Consignee addresses are in Delhi State.

6.14 Limitation of Liability:

- i. For breach of any obligation mentioned in the RFP document, in no event selected bidder shall be liable for damages to RailTel arising under or in connection with this agreement for an amount exceeding the total project cost/contract value.
- ii. Selected Bidder will ensure RailTel's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/RailTel's related information to the extent of loss cause.
- iii. The limitations set forth in point no. 1 shall not apply with respect to any third-party claims mentioned below:
 - a. Claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.
 - b. Damages occasioned by the gross negligence or willful misconduct of selected bidder.
 - c. Damages occasioned by Selected Bidder for breach of confidentiality obligations.
 - d. Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project. "Gross Negligence" means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence. "Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this TENDER/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

6.15 No Right to Set Off:

In case the Bidder has any other business relationship with RailTel, no right of set-off, counter-claim and cross-claim and or otherwise will be available to the Bidder under this arrangement with RailTel for any payments receivable under and in accordance with that business.

6.16 Violation Of Terms:

RailTel clarifies that RailTel shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Agreement/Contract. These injunctive remedies are cumulative and are in addition to any other rights and remedies RailTel may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

6.17 Publicity:

Any publicity by the successful bidder in which the name of RailTel is to be used will be done only with the explicit written permission of RailTel.

6.18 Guarantees:

The successful bidder should guarantee that the software/solution supplied to RailTel includes all patches, upgrades/ updates etc., and the same are licensed and legally obtained.

6.19 General Contract Agreement Conditions:

- a) Neither RailTel nor the successful Bidder shall assign any rights or obligations herein without obtaining the prior consent of the other Party.
- b) No forbearance, indulgence, relaxation or inaction by any Party at any time to require the performance of any provision of Agreement shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Agreement.
- c) No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Agreement shall be construed as a waiver of any right under or arising out of Agreement or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Agreement.
- d) All remedies of either RailTel or Bidder under the Agreement whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- e) If any provision of Agreement or the application thereof to any person or Party is or becomes invalid or unenforceable or prohibited by law to any extent, this Agreement shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Agreement shall be valid and binding as though such provision had not been included. Further, the Parties shall endeavor to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- f) If during the term of Agreement, the performance in whole or in part by either Party

of any obligations under the Agreement is prevented or delayed by reason of war, destructive act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemic, quarantine restrictions, strikes, lock-outs, or acts of god (hereinafter referred to individually as an "Event" the notice of happening of which shall be given by either Party to the other within seven days of the date of occurrence of such Event), neither Party shall be entitled to terminate this Agreement nor have any claim for damages against the other by reason only of such non-performance or delay in performance.

- g) None of the provisions of Agreement shall be deemed to constitute a partnership between the Parties and neither Party shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- h) Agreement shall not be intended and shall not be construed to confer on any person other than the Parties hereto, any rights or remedies herein. Agreement shall be executed in English language in 1 (one) original, RailTel receiving the duly signed original and successful bidder receiving the duly attested photocopy.

6.20 Negligence:

In connection with the work or contravenes the provisions of General Terms, if the successful Bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by RailTel, in such eventuality, RailTel may after giving notice in writing to the successful Bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, RailTel shall have the right to cancel the Contract holding the successful Bidder liable for the damages that RailTel may sustain in this behalf. Thereafter, RailTel may make good the failure at the risk and cost of the successful Bidder.

6.21 Force Majeure:

- a) The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or nonperformance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.
- b) For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.
- c) In the event of any such intervening Force Majeure, the Bidder shall notify RailTel in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by RailTel, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- d) In such a case, the time for performance shall be extended by a period not less than the duration of such delay. If the duration of delay continues beyond a period of three months, RailTel and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of RailTel shall be final and binding on the Bidder.

6.22 Compliance With Applicable Laws of India:

The Bidder shall undertake to observe, adhere to, abide by, comply with and notify RailTel about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect RailTel and its employees/ officers /staff/ personnel/ representatives /agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

All the employees/operator/sub-contractor deployed by the Bidder for the digitization activity must comply with government's rules and regulations like Minimum Wages Act, Provident fund and ESIC facility standard and Labour Laws including but not limited to Contract Labour.

This indemnification is only a remedy for RailTel. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by RailTel arising out of claims made by its customers and/or regulatory authorities.

The Bidder confirms to RailTel that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify RailTel about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of said Agreement/Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect RailTel and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulations/RBI Guidelines etc., and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate RailTel and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and RailTel will give notice of any such claim or demand of liability within reasonable time to the Bidder.

6.23 Resolution of Disputes:

The Bidder and RailTel shall endeavor their best to amicably settle all disputes arising out of or in connection with the said Agreement/Contract in the following manner:

- i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

- ii. The matter will be referred for negotiation between officer appointed by RailTel and authorized person of the bidder. The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of fifteen (15) days. In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute/difference shall be submitted by either party for arbitration within fifteen (15) of the failure of negotiations. The arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding Arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be New Delhi, INDIA.

6.24 Modification/Cancellation of TENDER:

RailTel reserves the right to modify/cancel/re-Tender without assigning any reasons whatsoever. RailTel shall not incur any liability to the affected bidder(s) on account of such rejection. RailTel shall not be obliged to inform the affected bidder(s) of the grounds for RailTel's rejection.

6.25 Legal Disputes and Jurisdiction of the court:

- a) RailTel Clarifies that RailTel shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this TENDER. These injunctive remedies are cumulative and are in addition to any other rights and remedies RailTel may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.
- b) All disputes and controversies between RailTel and Bidder shall be subject to the exclusive jurisdiction of the courts in Delhi and the parties agree to submit themselves to the jurisdiction of such court as this TENDER/Contract agreement shall be governed by the laws of India.

6.26 Termination:

6.26.1 Termination for Convenience:

RailTel, by a written notice for a period of 90 (Ninety) days sent to the Bidder, may terminate the said Agreement/Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the RailTel convenience, the extent to which the performance of work under the said Agreement/Contract is terminated and the date upon which such termination becomes effective.

6.26.2 Termination for Insolvency

RailTel may at any time terminate the said Agreement/Contract by giving a written notice of 90 (ninety) days to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to RailTel.

6.26.3 Termination for Default

RailTel, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part, if the Bidder fails to perform any obligation(s) under the Contract. In case of Termination for Default, RailTel will provide notice period of Ninety (90) days inclusive of a cure period of Thirty (30) days. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of a cure period of Thirty (30) days, if the Bidder fails to cure within Thirty (30) days' time, then the notice for cancellation will become absolute. For the sake of clarity, the period of 90 (Ninety) days will begin from the date of receipt of termination/cancellation.

6.27 Exit Management:

In the event of termination or expiry of contract, bidder shall be responsible for the following transition activities to be completed across a transition period of 3 months. These activities shall also be applicable in case of reduction in scope of services if applicable.

- 6.27.1** The bidder should provide knowledge transfer to new operations team (RailTel/any other third party selected by RailTel) through workshops, discussion sessions and responses to queries.
- 6.27.2** The bidder along with RailTel shall prepare a Transition plan setting for the respective tasks to be accomplished by each party in connection with the orderly Transition.
- 6.27.3** The bidder shall provide RailTel with reasonably detailed inventory of systems in place and specification for the additional equipment that RailTel shall need to perform the services and procedures.
- 6.27.4** The bidder shall provide additional data, information and technical assistance in order to continue the use of the in-scope software to meet the applicable Performance Objectives.
- 6.27.5** The bidder shall transfer the ownership of the duly marked project Assets/inventory, associated documentation which is the work product of the development efforts involved in the Project or otherwise required for use of the system for provision of Services pursuant here to RailTel or its monitoring Agencies, in accordance with the terms of this Agreement.
- 6.27.6** The bidder shall return all data in its possession to RailTel at the time of transfer of operation control to RailTel when the contract period or any extended period ends.
- 6.27.7** The bidder to deliver Project Assets including System free and clear of all Encumbrances.
- 6.27.8** The bidder to cure all project Assets, including the equipment, of all defects and deficiencies so that the system is complaint with the Maintenance Requirements.
- 6.27.9** The bidder to comply with all other requirements as any be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the bidder in the system free from all Encumbrances absolutely unto the RailTel or its nominee.
- 6.27.10** The bidder should provide at least one month of shadow Operations and Maintenance Support services where the new operation team and the bidder operations team shall work in parallel.
- 6.27.11** The bidder shall ensure that the infrastructure (software and hardware (in case contract is terminated during stabilization phase)) are handed over to RailTel in a complete operational condition to the satisfaction of RailTel. In case bidder is unable to address such issues, RailTel may levy NPD or invoke the performance Bank Guarantee of the bidder.
- 6.27.12** During transition phase, bidder shall deploy a dedicated Transition manager to enable the successful transition.

- 6.27.13** During transition phase, bidder shall not change or remove their key resources at any location to enable the successful transition.
- 6.27.14** The transition period lies within the contract period. The bidder shall continue to be responsible for the in-scope activities under Operations and Maintenance support, unless otherwise specified by RailTel.

6.28 Compliance for procurement of Telecommunication equipment from trusted source:

Department of Telecommunication (DOT) notification no. 20-1236/2021-AS-I Dated: 30.03.2021 regarding procurement of Telecommunications equipment from trusted source shall be applicable to this tender. Both RailTel and Tenderer shall follow the procedure of trusted source as per Department of Telecommunication (DOT) notification no. 20-1236/2021-AS-I Dated: 30.03.2021.

All the other terms and conditions will remain same.

GM-VAB
For RailTel Corporation of India Ltd. /CO



रेलटेल
RAILTEL

Reply to Pre-Bid query

Ref: RFP NO. RCL/COMKGT/MAB/24-28/OT/E-47252/OT/01 Dated 19.02.2025

Scope of Work: Selection of partner for Supply, Implementation of Integrated Infrastructure & IT solutions and Comprehensive Maintenance Support for customer of RailTel through Open Tender

| Sl. | Bid query received from | Document | Page | Clause | Description in RFP | Clarification Sought | Clarification Given |
|-----|---|-----------------------------------|------|------------|---|--|---------------------|
| 1 | M/s. Starlight Data Solutions Pvt. Ltd. | 6.5 Pre- Qualification Criteria | 23 | A-1 | Bidder should be registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 5 years of operations in India as on bid submission date. | Kindly change the requirement to a minimum of 3 years of operations in India as on bid submission date. This relaxation is in line with the guidelines set by GFR. Additionally, most of your tenders/EOI are also published with a minimum requirement of 3 years of presence. We believe that these relaxations will help facilitate a wider and more competitive bidding process. | No-Change in RFP |
| 2 | M/s. Starlight Data Solutions Pvt. Ltd. | 6.5 Pre- Qualification Criteria | 23 | A-1 | The bidder should have minimum cumulative turnover from operation in the previous three financial years and the current financial year, at least 150% of the advertised value of the tender. | Kindly modify the point cumulative turnover from operation in the previous three financial years to average turnover from operation in the previous three financial years. We believe that these relaxations will help facilitate a wider and more competitive bidding process. | No-Change in RFP |
| 3 | M/s. Starlight Data Solutions Pvt. Ltd. | 6.5 Pre- Qualification Criteria | 24 | B-V-ii | Bidder should have valid CMM- Level:3 | We have carried a valid CMM- Level-3 Certificate of Compliance. Kindly confirm that same shall be accepted or not. | No-Change in RFP |
| 4 | M/s. Starlight Data Solutions Pvt. Ltd. | 6.6 Technical Evaluation Criteria | 27 | 1 Turnover | Cumulative turnover from operation in the previous three financial years and the current financial year Marks shall be allotted as given below: <ul style="list-style-type: none"> • More than Rs. 225 Cr. = 20 marks • More than Rs. 150 Cr. to 225 Cr = 15 marks • More than Rs. 75 Cr. to 150 Cr = 10 marks | Looking to your tender estimated cost we request you to change the Cumulative turnover to average turnover and marking system as per our below requested points: <ul style="list-style-type: none"> • Average turnover more than Rs. 100 Cr. = 20 marks • Average turnover more than Rs. 75 Cr. to 100 Cr = 15 marks • Average turnover more than Rs. 50 Cr. to 75 Cr = 10 marks. We believe that these relaxations will help facilitate a wider and more competitive bidding process. | No-Change in RFP |
| 5 | M/s. Starlight Data Solutions Pvt. Ltd. | 6.6 Technical Evaluation Criteria | 28 | 5 | Bidder having technical personnel on its payroll <ul style="list-style-type: none"> >300 personals: 5 Marks >100 personals <=300: 3 Marks >50 personals <=100: 1 Marks | Looking to your tender requirement we request you to change the marking system as per our below requested points. <ul style="list-style-type: none"> >75 personals <=100: 3 Marks >50 personals <=75: 1 Marks We believe that these relaxations will help facilitate a wider and more competitive bidding process. | No-Change in RFP |
| 6 | M/s. ROMAN Network | 6.6 Technical Evaluation Criteria | 27 | 3 | Bidder should have experience of successful implementation of project related to Networking /IT solution implementation/ITES/ICT in Central/State Government/ Govt. undertakings/ UT's/ Autonomous Bodies/ Listed Companies completed during the last 7 years as on bid submission date for a value of Minimum of 30% value of Estimated tender Cost. <ul style="list-style-type: none"> <= 1 Order : 10 Marks <= 2 Order : 15 Marks >= 3 Order : 20 Marks | Bidder should have experience of successful implementation of project related to Networking /IT solution implementation/ITES/ICT in Central/State Government/ Govt. undertakings/ UT's/ Autonomous Bodies/ Listed Companies completed during the last 7 years as on bid submission date for a value of Minimum of 30% value of Estimated tender Cost. <ul style="list-style-type: none"> <= 1 Order : 10 Marks <= 2 Order : 20 Marks | No-Change in RFP |

[Handwritten signature]

AMM
Reminders

Reply to Pre-Bid query

Ref: RFP NO. RCLCOMKGTGVB/24-25/OT/E-47252/OT/01 Dated 19.02.2025

Scope of Work: Selection of partner for Supply, Implementation of Integrated Infrastructure & IT solutions and Comprehensive Maintenance Support for customer of RailTel through Open Tender

| | | | | | | | |
|----|--------------------|-----------------------------------|----|---|--|--|------------------|
| 7 | M/S. ROMAN NETWORK | 6.6 Technical Evaluation Criteria | 27 | 4 | The Bidder having experience of handling project during the last 7 years as on bid submission date in the following field: One Order for Supply & Installation of SDWYAN Network with controller Devices: 05 Marks One Order for Supply and Installation of Access points with controller: 05 Marks One Order for Supply and Installation of Router/SwitchLAN network: 05 Marks Maximum of 10 Marks shall be awarded. Agency Certification : CMMI Level-3 | The Bidder having experience of handling project during the last 7 years as on bid submission date in the following field: One Order for Supply & Installation of SDWYAN Network with controller Devices / Server: 05 Marks One Order for Supply and Installation of Access points with controller: 05 Marks One Order for Supply and Installation of Router/SwitchLAN network: 05 Marks Maximum of 10 Marks shall be awarded. RailTel Empowered Vendor Certificate | No-Change in RFP |
| 8 | M/s. Quad Gen | 7.21 ANNEXURE 21 | 27 | - | Marking will be given based on following certificates: • ISO 9001: 1 Marks • ISO 27001: 2 Marks • ISO 20000: 2 Marks • CMMI Level-3: 5 Marks (certificate shall be verifiable from CMMI institute website) | Marking will be given based on following certificates: • ISO 9001: 1 Marks • ISO 27001: 2 Marks • RailTel Empowered Vendor Certificate: 3 Marks (certificate shall be verifiable from CMMI institute website) | No-Change in RFP |
| 9 | M/s Quad Gen | 6.6 Technical Evaluation Criteria | 28 | - | Bidder having Technical personnel on its payroll >300 personals : 5 Marks >100 personals <=300 : 3 Marks >50 personals <=100 : 1 Marks | Bidder having Technical personnel on its payroll >240 personals: 5 Marks >100 personals <=150 : 3 Marks >50 personals <=100 : 1 Marks | No-Change in RFP |
| 10 | M/s Quad Gen | 6.6 Technical Evaluation Criteria | 28 | - | Bidder having Technical personnel on its payroll >300 personals : 5 Marks >100 personals <=300 : 3 Marks >50 personals <=100 : 1 Marks | Bidder having Technical personnel on its payroll >240 personals: 5 Marks >100 personals <=150 : 3 Marks >50 personals <=100 : 1 Marks | No-Change in RFP |

[Handwritten Signature]
[Handwritten Signature]