



NOTICE INVITING EXPRESSION OF INTEREST (EOI),

EOI No. RailTel/EOI/MKTG/2019-20/DSP/493 dt. 29th July 2019

Expression of Interest (EOI) for **Empanelment of Digital Service Partner (DSP)** to provide innovative ICT solutions hosted in RailTel's State of art Data Centre & PAN India NLD/Broadband Network platform to provide unique Services & Solutions to Government and Public Sector in terms of improving productivity, Citizen Services, Healthcare, Education Services and Railway related services etc.

Issued by:

RailTel Corporation of India Ltd

(A Mini-Ratna PSU under Ministry of Railways)

RailTel Corporation of India Ltd Corporate

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<https://www.railtelindia.com>

RailTel Corporation of India Ltd

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As India makes rapid strides in all spheres there is a firm belief and commitment to 'Digital India'. Digital India is an aspiration and strategy to solve India's 21st Century problems improving efficiency, bringing in transparency and providing access to range of Digital Services. With the advent of Social, Mobile, Analytics and Cloud, the possibility to innovate and offer agile solutions is immense. RailTel Corporation of India Ltd (**RailTel**) an ICT arm of Indian Railways has been in the forefront of building innovative platforms and solutions and has a vision to build a range of Information and Communication Technology (ICT) Services hosted from its Data Centre. In this regard RailTel intends to create a platform to tap into the acclaimed IT capabilities and entrepreneurship available in India to solve problems in the Government and Public Sector, Citizen Services, Health, Education Services, Railway related services etc. The intention of this EOI is to invite and partner, providers of innovative solutions and services so as to find optimum solutions in a broad range of Verticals and bridge the gap in procurement of Digital Services in Government and Public Sector space and provide innovative value added services over RailWire Broadband.

Interested Partners/ Start-up possessing relevant ICT Capabilities and entrepreneurship skills, may respond to the EOI for the indicative Category of Verticals as mentioned in the EOI. For EOI Document visit www.railtelindia.com from 29.07.2019 and submit EOI in a sealed envelope by 1500 Hrs. Date 30.08.2019 at Plot No. 143, Institutional Area, Sector-44, Gurugram - 122003.

GM/(Marketing and Regulatory Compliance)

RailTel Corporation of India Ltd

Disclaimer

RailTel Corporation of India Ltd. (herein after called the RailTel) has prepared this Expression of Interest (EOI) document solely to assist prospective bidders in making their decision of whether or not to bid.

While the RailTel has taken due care in the preparation of information contained herein and believes it to be accurate, neither the RailTel or any of its Authorities or Agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. This information is not intended to be exhaustive and interested parties are required to make their own inquiries and do site visits that it may require in order to submit the EOI. The information is provided on the basis that it is non-binding on RailTel, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. The RailTel reserves the right not to proceed with the bidding/EOI process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the EOI further with any party submitting an EOI. No reimbursement of cost of any type will be paid to persons or entities submitting the EOI.


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SCHEDULE OF EVENTS

| | | |
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| 1 | EOI Document Availability | EOI document can be downloaded from website http://www.railtelindia.com from 3.3.2023 onwards till last date of submission of the EOI. |
| 2 | Cost of the Empanelment Fees (including GST@18%) to be submitted along with EOI (non-refundable) | <ul style="list-style-type: none"> • for Open Category: ₹ 30,000/- (Rupees Thirty Thousand Only) and • for Start Up Category: ₹ 15,000/- (Rupees Fifteen Thousand Only) <p>in the form of Demand Draft (DD) drawn on any scheduled bank in favour of RailTel Corporation of India Limited. payable at New Delhi.</p> |
| 3 | Earnest Money Deposit (EMD) to be submitted along with EOI | <p>Rs. 2,00,000/- (Rupees Two Lakhs only) in the form of Demand Draft (DD) drawn on any scheduled bank in favor of RailTel Corporation of India Limited. payable at New Delhi. No EMD is required for applying under Start Up Category. Start Up Category includes Start Up Organizations registered with DIPP / Incubate registered with DST approved Incubation Centre / MSME Organizations registered with NSIC.</p> <p>It will be the responsibility of the organization to submit documentary evidence to avail EMD exemption. The registration certificate or relevant documents should be valid as on opening date of EoI.</p> <p>EMD of unsuccessful participants will be returned to the authorized representative of the organization.</p> |
| 4 | Last date for requesting clarifications (Optional) | <p>All communications regarding queries if any requiring clarifications shall be sent through email or given in writing to following official:</p> <p>Name: Sh. K.K. Kaushaik Designation: JGM. General Manager/EB Contact: 7096654835 Email: kamal.kaushaik@railtelindia.com</p> |

| | |
|--|---|
| | <p>Name: Sh. Rohit Singh Designation: Sr. Manager/EB Contact: 9717644423 Email: rohit.s@railtelindia.com</p>  <p>रेलटेल RAILTEL <small>A Government of India Enterprise</small></p> <p>Ph No. +91-124- 2714000 Fax No. +91-124-4236084</p> |
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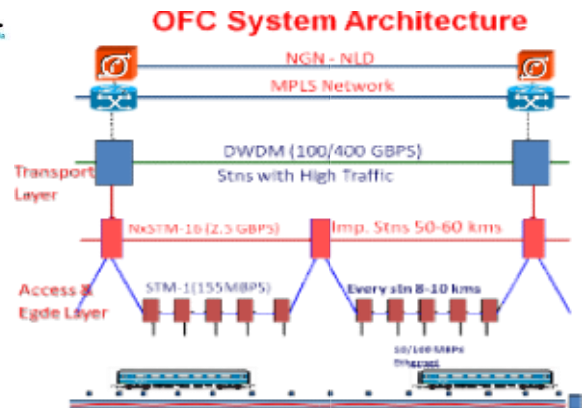
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|---|---|---|
| 5 | Last date of submission of response to EOI | As an On-Going Basis. |
| 6 | Address for Communication and submission of Bid |  <p>GM/Marketing & Regulatory Compliance RailTel Corporation of India Ltd Corporate Office NBCC Building, Office Tower-2, 6th Floor, Plate-A East Kidwai Nagar, New Delhi-110023</p> |

Note: RailTel reserves the right to change the above dates at its discretion.

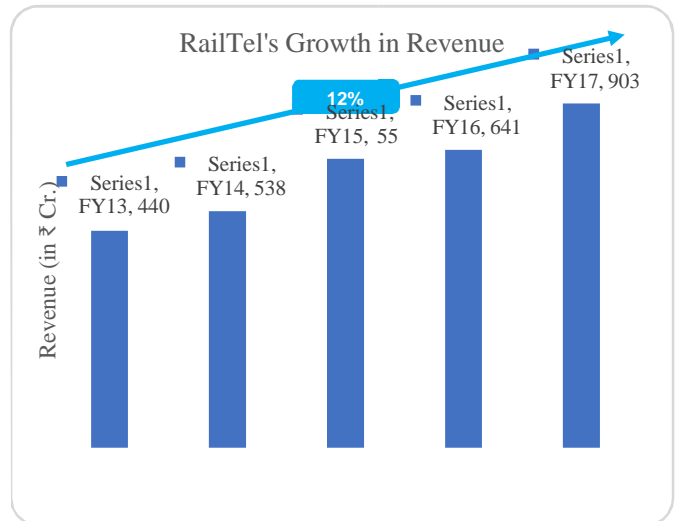
1. About RailTel

1.1. Introduction

RailTel Corporation of India Ltd (RailTel) is one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optic fiber network on exclusive Right of Way (ROW) along Railway track. The OFC network presently reaches to over 4500 towns & cities of the country including several rural areas. With its Pan India high capacity network, RailTel is working towards creating a knowledge society at various fronts. During the year, RailTel has launched a project to provide Wi-Fi service at 400 stations in country by 2019 and has planned to provide an integrated railway display network at 2000 stations providing necessary passenger information at stations. The portfolio of services provided by RailTel includes Data center & DR services, Telepresence as a service, NLD services, IP-1 services, Internet and Broadband services on a pan-India basis.



Equipped with an ISO 9001, 20000-1:2011 & 27000 certification, RailTel offers a wide gamut of managed telecom services to Indian Telecom market including Managed lease lines, Tower colocation, MPLS based IP-VPN, Internet, Data Center services, NGN based voice carriage services to Telecom Operators, Dark fiber leasing to MSOs/LCOs. The major customer segment for RailTel comprises of Enterprises, Banks, Government Institutions/department, Educational Institutions/Universities, Telecom Service Providers, Internet Service Providers, MSOs, etc. RailTel being a “Mini Ratna (Category-I)” PSU is steaming ahead in the enterprise segment with the launch of various services coupled with capacity augmentation in its Core network.



A look at the past 5 years performance reveals RailTel’s healthy growth, standing at ~12 per cent, as it realizes returns from its existing services and marks its foray into the Enterprise IT space. RailTel’s growth rate is expected to accelerate further as it ventures into providing more value added Enterprise IT services. This bodes well for RailTel as the growth of RailTel is comparable to the average growth rate of the top three domestic neutral telecom players in India which is ~12 per cent.

RailTel now stands as the only telecom PSU, which is a **100 per cent debt free company** and has a unique position in today’s telecom sector.

1.2. Network Strength

RailTel has exclusive seamless Right of Way (ROW) along 63,000 KM of Railway Track passing through 7000 stations across the country. Using this ROW, RailTel has so far laid 47270 RKMs of OFC and OFC lit is 44318 RKMs till March 31, 2016. Works on another 6700 KMs are in various stage of execution. RailTel's high speed OFC Backbone Network shall ultimately cover the entire railway route across the country. In high bandwidth backbone segment, RailTel occupies a proud place with its unparalleled network. The network has the ability to provide the mission critical customized connectivity platform for enhanced corporate efficiency and growth.

RailTel is creating PoPs at every Railway station en route which are spaced at 8-10 Kms. At all the stations en route is deployed STM-1/4 (155/625 Mbps) primarily to meet Railways requirement. The distribution layer network of STM-64/16 (10G/2.5G) spaced at 40-60 KMs is deployed to connect important towns/cities of the country. Presently this network is available at over 600 cities in multiple rings of STM-64/16. Further, RailTel has also provided n x 10G capacities on its Core network using DWDM at over 24000 RKM across 85 cities to provide Giga capacities capable to provide up to 400/800G.

During this year RailTel has upgraded the Mumbai-Chennai DWDM path on 100G capacity on single channel making it one of the few operators in the country to have such network. On same line other important metro routes are also under the process of bandwidth up gradation. On top of this network, RailTel has upgraded its MPLS network to provide n x10G capacities on backbone with access routers having multiple of 2.5G/1G capacity. Access network with C/DWDM, STM-64/PTN is being provided in important cities to meet the connectivity

1.3. New Initiatives during the year

RailTel since its formation has kept pace with the introduction of new services and technology to keep its relevance in the market. The new service portfolios shall in long run help in increasing revenues as well as fully supplementing the existing services to its customers. During the year also RailTel initiated some new services as detailed below:

1.3.1. Railway Station Wi-Fi Services

During the year, RailTel has been mandated by Railways to provide Wi-Fi facilities at A1, A & B category stations comprising around 400 stations in the country. RailTel commissioned Wi-Fi facility at a few stations during the previous year on pilot basis, using one of the Telecom operator's services as a limited period model. RailWire - the retail broadband distribution model of RailTel is the platform for distributing internet bandwidth through Wi-Fi.

During this year, RailTel has engaged Google as its technology partner for setting up high speed Wi-Fi network initially in approx. 400 stations in the country of A1 and A category. Under this partnership RailTel would be upgrading its backbone infrastructure to backhaul high speed connectivity of approx. 1 Gbps per station. Google would be providing the radio access network and RailTel shall be providing power and infrastructure. End consumers would be provided with the Wi-Fi services under 'Railwire' the retail broadband model of RailTel. In the month of March, Mumbai Central Station became the first station of the country to provide Wi-Fi services to its commuters under this scheme.

RailTel has covered 100 major stations of the Country and remaining 300 stations are expected to be completed by next year. Once completed this project would be one of the largest public Wi-Fi Service provided in the world catering to over 10 million Indians daily.

1.3.2. Railway Display Network



During the year, RailTel was also mandated to provide integrated Railway Display Network across more than 2000 railway stations of country, as mentioned by Hon'ble Minister of Railways, in his budget speech. This project includes provision and integration of 75,000+ screens across the stations which shall provide the passenger information through the centrally controlled system at RailTel's data centre. It would also create an opportunity to have an alternative revenue stream from the advertisements displayed on these screens installed. The system would also be very useful during disaster management and eventualities.

RailTel has completed the pilot of this project with the firms selected through EOI process.

1.4. Existing Services

While the new areas of business open additional avenues for RailTel, RailTel continues its focus on the present services being offered.

1.4.1. NLD Services

RailTel's focused efforts in bandwidth leasing segment has ensured continuing growth especially with Government departments, Enterprises, Banks, etc. and last year also saw positive traction in leasing of circuits by Telecom operators and MSOs. Selection of RailTel as one of the major partners in National Knowledge Network (NKN) has contributed significantly in revenues from NLD services as demand for higher capacities is expected in this network. The aggregated network capacity leased to various telecom & enterprise customers has grown by approx. 20% as compared to last year.

During the year, RailTel has been able to get many high volume orders for MPLS, VPN services especially from many prestigious PSUs, MNCs and Banks. Total revenue from the NLD segment (bandwidth leasing & VPN) reached at around ₹ 371 Cr. ending Mar'17.

1.4.2. IP-1 Services

In Indian economy the growth shown by tower co-location business, translates to a good alternative for RailTel to monetize its towers infrastructure. Demand for the dark fiber has remained sluggish during the year, as the business of LCOs/MSOs has been impacted by the onslaught of the satellite services. Since LCOs/MSOs are the major customers of dark fiber for their digitalization needs, hence overall revenue and margin of this segment has taken a beating during this year.

Considering the lukewarm response from the market and availability of other better revenue generating options, RailTel has decided to have very limited focus on this business segment and is in the process of re-orienting its business giving due importance to managed services in partnership with a leading infrastructure provider who shall be responsible for management and marketing of RailTel towers to various customers. This shall help in further consolidating its market with existing customer arrangements with all mobile operators across India to lease these

sites for collocation purposes. Till Mar'17, RailTel has managed to generate ₹ 127 Cr revenue from this segment.

1.4.3. ISP Services

RailTel is also providing Nationwide Internet services to all major customer segments like ISPs, Educational Institutions and various Government departments. During the year RailTel has bagged several high capacity orders from various Government departments, PSUs and educational institutes. Railwire broadband services has gained high growth momentum during the year, registering 3000 new subscribers each month, crossing 100,000 active subscriber base by Mar' 17. Around 2700 Local Cable Operators has partnered to provide last mile connectivity to end consumers. Total revenues of ₹ 133 crores (including RailWire accruals) during the year, showing a remarkable growth of around 68% over last year, with the major share of revenues coming from newly introduced RailWire business.

1.4.4. Services to Railways

RailTel was established with the vision to modernize Railways train control, operations and safety system networks. Over the years, RailTel has implemented various telecom & IT infrastructure projects as well as various Value Added Services for Indian Railways. This facilitated in spreading various Railways applications to remote and rural stations thus increasing customer satisfaction.

- **Short haul connectivity (station to station):** RailTel has created STM-4/STM-1 based network at every station to support data connectivity requirements from Indian Railways such as supporting the transfer of PRS/UTS/FOIS/mission critical information along with carriage of voice traffic such as emergency communication during disaster management.
- **Long haul connectivity:** RailTel provides MPLS based Wide Area Network (Railnet) to support administrative data communication needs of various field organizations of Indian Railways. The network interconnects Ministry of Railways with 16 Zonal HQs, 66 Divisions offices, Production units, for sharing of information from all depts. RailTel is now in the process to connect all Tier-1 PRS center on MPLS VPN connectivity with the disaster recovery site of CRIS which shall increase the reliability of these links.
- **NGN for voice traffic:** All major telephone exchanges of Indian Railways are connected with future proof NGN technology. This infrastructure is very critical for day to day administrative functioning of Railways.
- **Broadband:** In addition, RailTel has commissioned DSLAMS on existing Railway exchanges to provide Broadband services to more than a lakh of homes and offices of Indian Railways in both urban and rural areas using the existing Copper wire last mile of Railways. This shall not only help Railway employees but shall also help in increasing Broadband penetration in the country in line with the National Telecom Policy.
- **Facilitating CUG services:** Further, RailTel has also facilitated by choosing an operator on an open process for Mobile CUG connections for 175,000 officers of Indian Railways which is arguably the largest CUG plan within India. It has greatly facilitated in seamless communication among the officials for improved train operations. In addition, RailTel has been carrying out OFC works for various Railways, the work which is entrusted by Railway Board.

1.4.5. Data Center

With two Tier-III Data Centres (certified by Uptime Institute, USA) in place at Secunderabad and Gurugram, RailTel has received several orders from Central Government Ministries, State Government departments and PSUs for Data Center related services during the year. The provisioned space at Secunderabad is already working at the optimum levels and the expansion plans for the same are in process. The income from the Data Center services is expected to grow exponentially in near future.

1.4.6. RailWire

RailWire is a retail Broadband initiative of the RailTel, with a mission to make available "ICT to Common Man" & "Internet, Education and Health Services to Masses". RailTel envisaged for extending broadband and application services to the public including remote areas (in association with Local Cable Operators and other access network providers, by utilizing their last mile). RailTel extends broadband and application services to the masses through the RailWire platform. RailWire leverages RailTel's considerable infrastructure and presence pan-India. RailWire aims to provide value-added services in Retail sector, Education sector, Health & Spiritual Lifestyle. RailWire focuses on pure-play broadband and VPN services. RailWire offers content & applications-driven network, flexibility & affordable pricing, all in one. RailWire aims to become a hub of local information, and a platform for rendering communication, infotainment, education, health and community services to the masses. RailWire is all about managing the end-broadband-customers through own infrastructure or in certain cases, shared infrastructure/last mile access like fiber to the building (FTTB), Fiber to the Home (FTTH) or similar technology.

1.4.7. Telepresence as a Service (TPaaS)

RailTel's Telepresence service was launched in early 2015 and since then it has invoked tremendous interest amongst various customers. The customers are getting end to end support on infra, video hardware, network and unmatched 24x7 service from a single operator, i.e. RailTel hosting its services in DC with DR at its own Data Centres. It is being used extensively by Indian Railways for in house purposes; recently various inauguration events by Hon'ble Minister of Railways and MoSR were conducted by using the services of Telepresence solution provided by RailTel. Tele-presence enables the rich experience of audio-visual communication and is seen as a future of collaborative platforms. Railtel is expecting some major orders coming its way in near future from its key customer for the Telepresence Services.

During the year, RailTel has leased out more than 200 units of TPaaS platform to various customers.

1.5. Facilitating Government of India Initiatives

1.5.1. National Optical Fiber Network

The Government of India has approved the project for the creation of a National Optical Fiber Network (NOFN) for providing Broadband connectivity to all 2.5 Lac Gram Panchayats ((GPs) which has now been rechristened as 'BharatNet'.

RailTel has been allocated work consisting of 36000 GPs in 11 States comprising of Northern Eastern region states (Tripura, Meghalaya, Manipur, Mizoram, Nagaland & Arunachal Pradesh), Tamil Nadu (incl. Pondicherry) & Gujarat (incl. Daman & Diu and Dadra & Nagar Haveli).

Under the Phase-I of this project, RailTel is mandated to cover 8678 GPs covering 44 Districts, 225 Blocks across these states (excluding Tamil Nadu). As of Mar'17, all the work has already been awarded by RailTel. As of Mar'17, 17256 KM of duct has been laid covering nearly 86% of GPs and 12135 KM of laid optic fiber is expected to cover nearly 18.6% of the GPs.

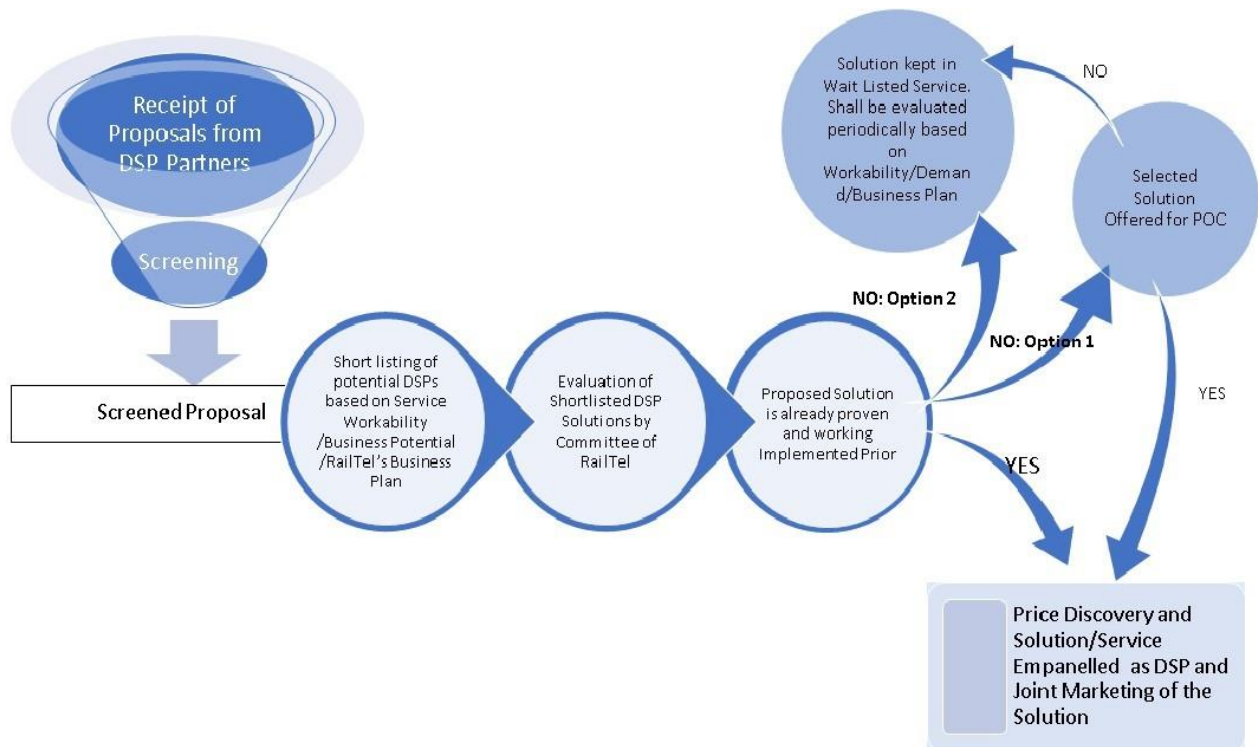
1.5.2. USOF Project in North – East

RailTel has been awarded the work of creating fiber network in the six states of North East (Mizoram, Tripura, Meghalaya under NE-I & Arunachal Pradesh, Manipur & Nagaland under NE-II) connecting each of the District HQ to their respective SDHQs (Block/Tehsil). By the end of March 2017, all the work has been awarded by RailTel and in NE-1 region 71.5% nodes were connected to the optic fiber while 71.5% of the nodes were commissioned under the phase-I. Under NE-II Region 27% nodes got connected to the optic fiber and 26% nodes got commissioned.

2. Introduction to EOI

2.1. RailTel Corporation of India Ltd (**RailTel**) an ICT arm of Indian Railways has been in the forefront of building innovative platforms and solutions and vision to build range of Information and communication Technology (ICT) Services served from its Data Centre. In this regard RailTel intends to create a platform to tap into the acclaimed ICT capabilities and entrepreneurship available in India to solve problems in the Government, Public/Private Sector, Citizen Services, Health, Education Services, Railway related services etc. The intention of this EOI is to invite and partner, providers of innovative solutions and services so as to find optimum solutions in a broad range of Verticals and create sustainable businesses.

2.2. Overview of the EOI Process: The process and overall scheme of empaneling DSP services by RailTel is explained in the Flow chart below.



2.3. Indicative Verticals: It is expected that Digital Service Partner(DSP) will work with RailTel to acquire new businesses at DSP’s own cost and will make investments to execute such services on revenue sharing basis. RailTel is also open to the idea of utilizing the infrastructure of RailTel to rollout such services. The following list is illustrative only and any services/vertical can be added / deleted to achieve the business objectives of the RailTel.

2.3.1. Smart City Services

2.3.2. Digital India including IT, ITES, Telecom Sector application

- 2.3.3. Skill Development
- 2.3.4. Training & Capacity Building Project etc
- 2.3.5. IOT (Internet of Things)
- 2.3.6. Digitally Enabled Project Management and Services
- 2.3.7. Digitally Enabled Revenue Administration & Augmentation projects
- 2.3.8. Digitally Enabled Audits
- 2.3.9. GIS based Solutions including Monetization of land assets of RAILTEL and other undertakings of Government
- 2.3.10. Solution to improve ease of doing business
- 2.3.11. Digitization, Archiving and document Management system
- 2.3.12. CDN Services
- 2.3.13. Social Media tracking and Analytics
- 2.3.14. Big Data Analytics
- 2.3.15. Machine Learning and AI based solutions
- 2.3.16. Security and surveillance solutions
- 2.3.17. Education / Infotainment
- 2.3.18. Entertainment
- 2.3.19. Health
- 2.3.20. Gaming
- 2.3.21. VOIP/Hosted Contact Center
- 2.3.22. Financial Inclusion, e-Wallets
- 2.3.23. Digital Locker
- 2.3.24. Logistics Tracking
- 2.3.25. Anti-Virus / Managed Internet
- 2.3.26. Services for Agriculture/ Fisheries
- 2.3.27. Assisted E-Commerce
- 2.3.28. Cloud Play out
- 2.3.29. Disaster Management
- 2.3.30. Location based services
- 2.3.31. Railway Specific Services
- 2.3.32. Any other mutually agreeable services in line of the above.

3. Eligibility Criteria:

This process is open to all applicants who fulfil the eligibility criteria as set out in **Annexure-‘A’** of this document. Applicants should furnish information on the lines of Annexure-A in their EOI proposal.

Please note, there may be multi-stage selection process. The objective of this Request for EOI is to identify and empanel the eligible applicants having requisite ICT capability, experience & expertise and are interested in partnering with RailTel to jointly provide services as detailed in this document.

4. Scope of Work:

Applicant should describe, comprehensively, how they will fulfil the requirements as desired in **Annexure 'B'** of this document. Applicants should furnish information on the lines of Annexure-B in their EOI proposal.

5. Process before submission of EOIs:

5.1. Raising of queries/clarifications on Request for EOI document: Applicants requiring any clarification on this document should submit their queries through email on or before 02.04.2018:

| | | |
|---|-------------------------|--|
| 1 | First Level of Contact | Name: Shri. Rohit Singh Designation: Sr Manager/EB Contact: 971764423 Email: rohit.s@railtelindia.com |
| 2 | Second Level of Contact | Name: Shri K.K. Kaushaik Designation.: JGM/EB Contact: 7096654835 Email: kamal.kaushaik@railtelindia.com |
| 3 | Third Level of Contact | Name: Shri Rabi Andrew Designation.: GM/EB Contact: 9717644408 Email: rabiandrew@railtelindia.com |
| | Phone/ Fax No. | Ph No. +91-124- 2714000 Fax No. +91-124-4236084 |

5.2 Modification in Request for EOI document: RailTel may modify any part of this document. Such change(s) if any may be in the form of an addendum/corrigendum and will be uploaded in RailTel's website - <https://www.railtelindia.com> .All such change(s) will automatically become part of this Request for EOI and will be binding on all applicants. Interested applicants are advised to regularly refer the RailTel's URLs referred above.

6. Submission of EOI:

6.1 **Format and Signing of EOI:** The applicant should prepare EOI strictly as desired in this Request for EOI document.

- a) EOI should be typed and submitted on A4 size paper, spirally and securely bound and with all pages therein in serial order.
- b) All pages of the EOI should be signed by only the authorized person(s) of the company/firm. Any interlineations, erases or overwriting shall be valid only if the person(s) signing the EOI authenticates them. The EOI should bear the rubber stamp of the applicant on each page except for the un-amendable printed literature.
- c) Contact detail of the authorized signatory and an authorized contact person on behalf of the applicant is to be provided as under:

| Particulars | Authorized signatory for signing the EOI | Authorized Contact Person |
|-------------|--|---------------------------|
| Name | | |
| Designation | | |
| Email id | | |
| Landline | | |
| Mobile No. | | |
| Fax No. | | |
| Address | | |

All the communication related to this EOI should be sent by the above authorized person(s). In case of emails the same should emanate from the above email IDs.

- d) The applicants should demonstrate in EOIs that they meet the parameters given in **Annexure-‘A’** and **Annexure ‘B’** of EOI.
- e) In case any discrepancy is observed between hard and soft copy, the hard copy will be considered as the base document.

6.2 Sealing and Marking of EOI:

Sealed envelope containing complete set of hard copy of EoI in original and a Copy should be typed and submitted on A4 size paper, spiral and securely bound and with all pages therein in serial order, **should have a ‘INDEX’ mentioning document heading and respective page number.**

The cover envelope should mention the applicable category i.e. **Open Category** or **Start-Up Category** under which participant is submitting the response along with EOI Number, complete Name, address and contact number of the Bidder and should be submitted by Post to or delivered in person at the below mentioned office on or before the last date and time of the EOI submission:

GM/Marketing & Regulatory Compliance
RailTel Corporation of India Ltd Corporate Office
NBCC Building, Office Tower-2, 6th Floor, Plate-AEast Kidwai Nagar, New Delhi-110023

6.3 Expression of Interest (EOI) is invited in sealed envelope superscripted as

<**Expression of Interest for Empanelment of Digital Service Partner**>from the applicant consist

of following:

- a. Documentary Evidence in support of eligibility criteria as set out in **Annexure-‘A’**.
- b. Documentary Evidence in support of Evaluation Process as set out in **Annexure-‘B’**.
- c. Other documents as cited in the EOI.
- d. Clause by Clause Compliance to Agree to abide by the terms and conditions contained in this Request for EOI document.

7. Last Date for submission of EOI:

There is no last date of submission. This EOI may be treated as an on going basis.

8. Process after submission of EOIs:

- i. All EOIs received by the designated date and time will be examined by the RailTel to determine if they meet criteria/terms and conditions mentioned in this document including its subsequent amendment(s), if any, and whether EOIs are complete in all respects.
- ii. On scrutiny, the EOIs found NOT in desired format/illegible/incomplete/not containing clear information, as may be considered at the sole discretion of RailTel, to permit thorough analysis or failing to fulfil the relevant requirement will be rejected from further evaluation process.
- iii. RailTel reserves the right, at any time, to waive any of the requirements of this Request for EOI document if it is deemed in the interest of RailTel.
- iv. If deemed necessary, the RailTel may seek clarifications on any aspect of EOI from the applicant. If a written response is requested, it must be provided within stipulated Timelines. RailTel may also make enquiries to establish the past performance of the applicants in respect of similar work. All information submitted in the application or obtained subsequently will be treated as confidential.
- v. After examining the EOI, some or all of the applicants may be asked to make presentation of their proposed methodology, capabilities, proposed business model and demonstrate proof of concept. The contents to be covered in the presentation has been described in the **Annexure 'B'**.
- vi. In order to ascertain the capability of respondents to EOI, RailTel teams may visit the facilities of respondents/ Customer premises where services are delivered.
- vii. Based on the EOI responses, presentations made by the respondents, demonstration of proof of concept etc., RailTel may empanel the applicants who fulfil the eligibility criteria, have experience and capability as per the requirement of the RailTel and are agreeing to abide by the terms and conditions of the RailTel. RailTel's judgment in this regard will be final.
- viii. Applicants will be advised about short listing of their EOIs or otherwise. However, applicants will not be provided with information about comparative position of their response with that of others.

9. Terms & Conditions of EOI

- i. Submission of an EOI is evidence of an applicant's consent to comply with the terms and condition of Request for EOI process and subsequent bidding process. If an applicant fails to comply with any of the terms, its EOI may be rejected.
- ii. Wilful misrepresentation of any fact in the EOI will lead to the disqualification of the applicant without prejudice to other actions that the RailTel may take. The applicants shall be deemed to license, and grant all rights to RailTel, to reproduce the whole or any portion of their product/solution for the purpose of evaluation and to disclose and/or use the contents of submission as the basis for EOI process.
- iii. RailTel reserves the right to accept or reject any or all EOIs received without assigning any reason there for whatsoever and the RailTel's decision in this regard will be final. No contractual obligation whatsoever shall arise from the EOI process.
- iv. Any effort on the part of applicant to influence evaluation process may result in rejection of the EOI.
- v. RailTel is not responsible for non-receipt of EOIs within the specified date and time due to any reason including postal delays or holidays in between.
- vi. RailTel reserves the right to verify the validity of information provided in the EOIs and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of EOI or even after award of contract.
- vii. Applicants shall be deemed to have:
 - a. examined the Request for EOI document and its subsequent changes, if any for the purpose of responding to it.
 - b. examined all circumstances and contingencies, having an effect on their EOI application and which is obtainable by the making of reasonable enquiries.
 - c. satisfied themselves as to the correctness and sufficiency of their EOI applications and if any discrepancy, error or omission is noticed in the EOI, the applicant shall notify the RailTel in writing on or before the end date/time.
- viii. The applicant shall bear all costs associated with submission of EOI, presentation/POC desired by the RailTel. RailTel will not be responsible or liable for any cost thereof, regardless of the conduct or outcome of the process.
- ix. Applicants must advise the RailTel immediately in writing of any material change to the information contained in the EOI application, including any substantial change in their ownership or their financial or technical capacity. Copies of relevant documents must be submitted with their advices. For successful applicants, this requirement applies until a contract is awarded as a result of subsequent bidding process.

- x. Shortlisted applicants must not advertise or publish the same in any form without the prior written consent of RailTel.
- xi. Only brief overview of the proposed arrangement given in this document, which may be further elaborated, viz., more details like Price Discovery, Joint Marketing Strategy, Revenue Share will be included in the specific agreement to be signed.
- xii. RailTel shall have the right to cancel the EOI process itself at any time, without thereby incurring any liabilities to the affected Applicants. Reasons for cancellation, as determined by RailTel in its sole discretion include but are not limited to, the following:
 - a. Services contemplated are no longer required.
 - b. Scope of work not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments.
 - c. The project is not in the best interest of RailTel.
 - d. Applicants/respondents do not meet the expectation of the RailTel.
 - e. Any other reason.

10. PLACEMENT OF EMPANELMENT:

- i. The RailTel shall consider placement of offer for empanelment only on those eligible bidders whose offers has been found technically and commercially viable.
- ii. All submitted offers shall be evaluated and offers of those **bidders who meet the Eligibility criteria, achieved minimum overall score of 60 and offers are found viable for execution by RailTel shall be empanelled** by RailTel for sourcing and execution of services from time to time. Since this is an empanelment, RailTel reserves the right to empanel any or all the participants eligible.

11. NOTIFICATION OF EMPANELMENT:

- i. The issue of empanelment order shall constitute the intention of RailTel to enter into Contract with the bidder.
- ii. Within a maximum of 7 days from the date of issue of the Letter of Empanelment (LOE), the DSP shall acknowledge the receipt of the same and submit Empanelment Bank Guarantee (EBG) within 15 days from the date of LOE for Rs. 2,00,000/- (Rupees Two Lakhs Only) with **Three years Six months**.
- iii. **Failure to submit requisite Empanelment Bank Guarantee by the partner as per clause no. 11. (ii), will lead to encashment of the Earnest Money Deposit (EMD).**

12. AGREEMENT:

An agreement would be executed simultaneously to ensure successful working of the system between the RailTel and the bidder / consortium selected to implement the system that would also define the terms and conditions for completion of the service in a time-bound manner. In the event that any provision of the agreement is rendered invalid or unenforceable by any law or regulation or declared null and void by any Court of Competent Jurisdiction, that shall be reformed, if possible to conform to law and if reformation is not possible, that part of the Agreement shall be amended/deleted, the remainder of the provisions of the agreement shall remain in full force and effect. That this contract and the agreement shall endure irrespective of change of constitution of the implementing agency or any amendment to the act / rules / regulations / bye laws hereafter made and shall have an arbitration clause in the agreement. That the EOI document and outcomes of all negotiations with the selected bidder shall form a part of the agreement. Amendments / additions may also be necessitated on account of Evaluation Committee deliberations. The contract shall be governed by and construed according to the laws in force in India and subject to exclusive jurisdiction of the Courts of Delhi only.

- i. Draft Agreement has been enclosed with the EOI documents as **Annexure 'J'**.

13. SIGNING OF THE AGREEMENT:

- i. The signing of agreement as per Annexure-J shall constitute the empanelment of bidder. Agreement will be signed only after submission of Empanelment Bank Guarantee (EBG) by the selected partner.
- ii. Upon the successful bidder furnishing Empanelment Bank Guarantee (EBG), RailTel shall discharge the EMD submitted by the firm.

14. OTHER GENERAL TERMS & CONDITIONS OF THE EOI:**14.1 PATENT RIGHTS:**

The DSP shall indemnify the RailTel against all third-party claims/actions of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in service delivery by the DSP.

14.2 INDEMNITY:

The DSP shall indemnify, defend and hold RailTel harmless from and against any losses, costs, expenses, damages of whatsoever nature which may be incurred or suffered by RailTel which arises out of or as a result from any breach of contract, warranty, tort (including negligence) or otherwise of DSP's obligation or agreement contained herein.

14.3 Escrow Account:

In case the services rendered to the customer involve any software service, then source code of the software needs to be shared with RailTel through an Escrow Account. However, the *requirement of Escrow Account will be on case to case on mutual discussion basis and as per arrangements/requirement of the customer.*

14.4 BANK GUARANTEE:

- a) The successful bidders shall furnish Bank Guarantee of Rs.2,00,000/- (Rupees Two Lakh Only) before signing of the Agreement at the time of empanelment as per **Annexure-I** and will be called as Empanelment Bank Guarantee (EBG). EBG shall be valid for **three years six months** from the date of signing of the Agreement. The DSP should agree to renew the EBG from time to time till expiry of agreement or till RailTel is satisfied that the terms & conditions of said agreement have been fully and properly carried out by the DSP. Without prejudice to its rights of any other remedy, on failure of the DSP to provide services under this agreement or in case of any breach in terms and conditions of the Agreement, RailTel shall en-cash / forfeit the said Empanelment Bank Guarantee.
- b) In addition to Empanelment Bank Guarantee (EBG), Empanelled DSP needs to submit Order/Contract specific back to back Performance Bank Guarantee (PBG) on Service to Service basis. This shall be as per the conditions of contract related to a service which has to be implemented by the DSP and differ on a service to service basis and shall be furnished by the DSP as and when required to be furnished under a specific agreement with end Customer. The duration of the service based PBG will be six months more than the duration of service. The performance Guarantee shall be in the form of Bank Guarantee issued by a scheduled Bank and in the format as intimated by the client who has issued business to RailTel/DSP for the empanelled service.
- c) The Bank Guarantees shall be forfeited or deductions made or en-cashed in the following cases:
 - i. If the DSP withdraws from the service midway during the service term.
 - ii. If the DSP fails to perform its obligations except for force majeure situations.

- d) The proceeds of the EBG and PBG shall be payable to the RailTel / client as the case may be towards compensation for any loss resulting from the DSP's failure to complete its obligations under the Agreement related to execution of specific services for which the DSP has been empanelled for.
- e) The performance Guarantee will be discharged by the RailTel after completion of the DSP's performance obligations including any warranty obligations under the specific service Agreement.
- f) In case there are more than one work with DSP and in case DSP fails to perform its obligations or unsatisfactory performance and /or withdraws service midway from any of the work awarded, then PBG of works awarded to DSP will be encashed. **Further it is clarified that generally PBG will be encashed of the work in default only. However, EBG/ other PBG available may be encashed if loss of the work is not indemnified and a partner may liable to be delisted from Digital Service Partner (DSP) empanelled list.**

14.5 PAYMENT TERMS:

- a) Normally, RailTel shall not make any financial investments in the services acquired through DSP. The Goto Market Strategy and pricing of services will be done jointly with the DSP once the price is discovered.
- b) The Payments due to the DSP's will be on back to back basis:
 - i) Payment will be made only after receipt of amount from the Customer
 - ii) Payment will be made to the Partner within two weeks from the receipt of Invoice of the Partner
 - iii) **All other arrangements between RailTel and DSP will be on back to back basis and should be mutually agreed before delivery of the services to the customer.**
- c) RailTel reserves the right to adjust any amount due to RailTel and payable by partner to RailTel from the any payments due from RailTel and the Performance Bank Guarantee to RailTel.

14.6 PROGRESS REPORT:

A dash Board will be created by RailTel to manage the performance of the DSPs and DSPs will be obliged to update the information on daily basis and in no case later than one week.

14.7 FORCE MAJEURE:

- a) If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to

an end or cease to exist, and the decision of the RailTel as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

- b) Provided also that if the contract is terminated under this clause, the RailTel shall be at liberty to take over from the DSP at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacturer in possession of the DSP at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials / bought out components and stores as the contractor may with concurrence of the purchaser elect to retain.

14.8 TERMINATION FOR DEFAULT:

Any of the following events shall constitute an event of default by the Bidder entitling the Competent Authority to terminate the concessions granted to the Bidder:

- a) The RailTel may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the DSP, terminate this contract in whole or in part.
- i. If the DSP fails to deliver any or all of the goods/services within the time period(s) specified in the Contract, or any extension thereof granted by the RailTel.
 - ii. If the DSP fails to perform any obligation(s) under the Contract; and
 - iii. If the DSP, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as the RailTel may authorize in writing) after receipt of the default notice from the RailTel.
- b) Gestation period of 12 months shall be given to the DSP after the date of issue of Empanelment Letter and signing the agreement for business generation and within this period at least **Business Work order of ₹ 01 Crore for Open Category** and ₹25 Lakhs for Start-Up Category has to be acquired by the efforts of DSP.
- i. If the selected DSP fails to generate even one lead of this volume, the DSP shall be given another grace period of additional 3 months to acquire service(s) of at least **1 crore (Open Category)/ ₹25 Lakh (Start-Up category)** value. If the DSP fails to deliver even in the extended grace period then the empanelment shall stand terminated without any further notice. **In addition to the requirement of generation of business by the efforts of DSP in the gestation period, a DSP partner has to ensure business engagement with RailTel and if the DSP has no service engagement for a period of six months (after successful completion of gestation period) during tenure of the empanelment, RailTel may delist the DSP from the Empanelment list, without any further notice as soon as twelve months non-engagement period completes.”**

- ii. Post the acquisition, DSP should successfully execute the work and payments shall be realized within the stipulated time frame as mentioned in the contract with the client and Non-compliance shall lead to termination of the empanelment.
- c) Upon occurrence of any of the defaults, the RailTel would follow the procedures of issuing time bound Notice/Show Cause before deciding on termination of the agreement. The decision of the RailTel shall be final and binding on the Bidder.
- d) In such case the RailTel shall intimate the selected bidder in writing about all issues where performance is below the expected level or is not satisfactory and the selected bidder shall be given 90 days to rectify the same. Failure to rectify the same shall result in termination of the contract.
- e) The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations or failure by RailTel to meet conditions precedent.

14.9 TERMINATION FOR INSOLVENCY:

The RailTel may at any time terminate the contract by giving written notice to the DSP, without compensation to the DSP, if the DSP becomes unwilling, bankrupt or otherwise insolvent.

14.10 GOOD FAITH NEGOTIATION:

- a) The parties shall endeavor, in the first instance to resolve any dispute, disagreement arising out of or in connection with this agreement through Good Faith and Negotiation.
- b) For the purpose of conducting Good Faith Negotiations, each party shall within 15 days of the commencement of the agreement designate in writing to the other party a representative who shall be authorized to negotiate on its behalf with a view to resolve any dispute. Each such representative shall remain so authorized until his replacement has been designated in writing to the other party by the part he represents.
- c) The Dispute shall not be referred to Arbitration unless and until the provisions of this clause have been complied with.
- d) The representative of the party which considers that a dispute has arisen shall given to the representative of the other party, a written notice setting out the material particulars of the Dispute in issue, in short a Dispute Notice shall be served upon by the representative of the party which considers that a dispute has arisen to the representative of the other party.
- e) Within 30 days or such longer period as may be mutually agreed to, of the Dispute Notice, having been delivered to the other party, the representatives of both parties shall meet in person at either of the registered office of the parties or at any designated place to attempt in good faith, and using their cost endeavors at all times to resolve the dispute. Once the dispute is resolved, the terms of the settlement shall be reduced in writing and signed by the Representatives of the parties(the settlement).

- f) If a settlement is not reached within thirty days after Negotiation on date, such dispute shall be referred to Arbitration.

14.11 ARBITRATION

- a) The parties shall attempt to resolve through good faith and consultation in their behalf, disputes arising in connection with this agreement, and such consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.
- b) Without prejudice to the provisions hereof, in the event of any dispute, difference, conflict or question arising between the parties hereto relating to or concerning or arising out of this agreement, the same shall be referred to arbitration, which shall be held in New Delhi. The arbitration proceedings shall be in accordance with the provision of the arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. Arbitrator shall be appointed by CMD/RailTel. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in the English language. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides.

14.12 SET OFF:

- a) Under no circumstances shall any or some of money due and payable to DSP (including security deposit refundable to him) under this Agreement be appropriated by RailTel or any other person(s) contracting through the RailTel and set off the same against any claim of RailTel or such other person or person(s) for payment of a sum of money arising out of this Agreement or under any other Agreement made between DSP and RailTel or such other person(s) contracting through the RailTel Except when,
- b) Such dues are required to fulfill, upto determined liability, any penalty (this shall be as per the conditions set by the client that has given Work order to RailTel to execute the service) or fine imposed on RailTel by appropriate authorities or government, or the said client.
- c) Such dues are payable to third party jointly by RailTel and DSP under this Agreement, upto the amount DSP may be partly liable.
- d) For the purpose of this clause, all determination required prior to set-off shall be made as per dispute redressal mechanism under this Agreement, save and except where such determination is mutually agreed upon.
- e) Upto the point the final determination is arrived out by the Dispute Redressal Mechanism, RailTel may provisionally withheld the disputed amount, as it reasonably believes to be the liability of the DSP.

14.13 Disclaimer:

RailTel is not committed either contractually or in any other way to the applicants whose applications are accepted. The issue of this Request for EOI does not commit or otherwise oblige the RailTel to proceed with any part or steps of the process.

Subject to the applicable legal provisions, RailTel and its directors/officers/employees/contractors/agents and advisors disclaim all liabilities (including liability by reason of negligence) from any loss or damage, cost or expense incurred or arising by reasons of any person using the information and whether caused by reasons of any error, omission or misrepresentation in the information contained in this document or suffered by any person acting or refraining from acting because of any information contained in this Request for EOI document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, lack of care or misrepresentation on the part of RailTel or any of its officers, employees, contractors, agents or advisors.

Annexure -A**ELIGIBILITY CONDITIONS FOR BIDDERS:**

The interested applicant who intend to participate in the EOI must fulfill following criterion mentioned below:

1. **General Eligibility:** For the purpose of this EOI, bidders can be Limited Company/Private Limited Company / Partnership or LLP (Limited Liability Partnerships) / or a **registered Business entity** or a **Startup entity** (*As defined under notification of DIPP GSR 501(E) dated 23-May-2017*) or a company registered as an **incubate with a Department of Science & Technology (DST) approved Information Technology Incubation Centre** and in order to support this, bidder has to submit valid legal document like Certificate of Incorporation/ Registration Certificate as issued by Competent Authority and has to be registered under the same name with any one Government tax authority or import export code or bank account in name of the bidders or PAN Card or any other legal registration document. **Proprietorship firms are also allowed for participation.**

2. **Consortium:** Consortium is allowed in Open Category only. A consortium may comprise of any of the entity mentioned above and there can be a maximum of 2 members in a consortium. Only one offer shall be accepted from one organization. A consortium agreement and undertaking has to be attached with the EOI documents (**ANNEXURE-E**). The consortium members can form a JV or a new business entity to implement the service in the post EOI stage but before execution of agreement with RailTel. However, if any member of the Consortium quits the consortium during the service implementation phase, the Lead bidder shall be responsible to continue the service for the duration of the agreement with the Competent Authority (RailTel). The remaining member may be allowed to induct a new member under intimation to the Competent Authority (RailTel) for the duration of the service. However, at all times, the consortium should meet the eligibility criteria laid in this EoI. **No consortium is allowed in ‘Start Up / Incubate Category’.**

3. **Mandatory Criteria:**
 - a. Offers of only those bidders (the consortium members may meet the mandatory criteria jointly i.e. any one of the consortium members must have this average turnover) shall be shortlisted who have a minimum cumulative annual turnover of 5 Crores for the last three audited financial years. Copy of Income Tax returns as downloaded from Income Tax Website should be submitted in this regard. A certificate issued by CA (**APPENDIX-F**) has to be attached along with signed copy of Balance Sheet, Profit & Loss account and ITR for the same. In case the company has only two years ITR (Income Tax Returns), then the provisional balance sheet of the current financial year duly certified by Statutory Auditor of the DSP shall be accepted.

 - b. In order to spur innovation and entrepreneurship, there will be special ‘Start Up’ category as per Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016, of Ministry of Micro, Medium & Small Enterprises. In order to be eligible for ‘Start

Up’, bidders will have to submit proof of registration / recognition of ‘Start Up’ by Government of India. Bidders are required to state explicitly if they wish to be considered under the special ‘Start Up’ category. Similarly for ‘Incubate’ category documentary evidence of registration with DST approved Incubation Center (IC) is required.

c. The bidder shall submit relevant experience with the bids

| S. No. | Pre-Qualification Criteria | Documentary Evidence Required in Open Category | Documentary Evidence Required in Start Up / Incubate Category |
|--------|--|---|--|
| 1 | A Limited Company/Private Limited Company / Partnership or LLP (Limited Liability Partnerships) / or a registered Business entity or a Startup entity registered with the Registrar of Firms/Registrar of Companies / Govt. Agency(as applicable). | Memorandum and Article of Association, Valid legal document like Certificate of Incorporation / Registration Certificate as issued by Competent Authority and has to be registered under the same name with any one Government tax authority or import export code or bank account in name of the bidders or PAN Card or any other legal registration document. | Memorandum and Article of Association, Valid legal document like Certificate of Incorporation/ Registration Certificate <i>as defined under notification of DIPP GSR 501(E) dated 23-May-2017 or with DST-IC</i> and has to be registered under the same name with any one Government tax authority or import export code or bank account in name of the bidders or PAN Card or any other legal registration document. |
| 2 | The DSP should be an owner or authorized representatives of IPR (Intellectual Property Rights)/ Unique ICT Capabilities/Solution/Product/ Services amenable as a Hosted Service or ‘as a Service’ in RailTel Data Centre. | Certification in support of owning / authorization of IPR (Intellectual Property Rights)/ Unique ICT Capabilities /Solution/Product / Services | Certification in support of owning / authorization of IPR (Intellectual Property Rights)/ Unique ICT Capabilities /Solution/Product / Services. |
| 3 | The DSP should have Cumulative turnover of at least INR 5 Crores in last 3 years in India as per the standalone financial statements. | Copy of audited relevant financial statements for the entity or its global entity for the last 3 years | No Turnover Requirement. However, registration certificate as per DIPP notification / issued by DST-IC is to be enclosed |

| | | | |
|---|---|--|---|
| 4 | The DSP must have profitable operations in India for at least 2 of the last 3 years preceding the date of submission of EoI. | Copy of audited profit and loss statement for the entity or its global entity for last 3 years | Not Applicable |
| 5 | The DSP should not have been blacklisted by any of the Government Organizations / PSUs for the past 2 years. | Self-Declaration | Self-Declaration |
| 6 | DSP should furnish a list of its Partners/Directors and a declaration that such Partners/Directors have no interest in any other bidder(s) in respect of this EoI | Self-Declaration | Self-Declaration |
| 7 | The DSP have provided Services Individually to enterprise/retail customers Telco /ISP for a period of at least 6 months. | Attach work orders/Certificates specifying “completion” or “satisfactory work in progress” OR Reference Details on DSP’s letter head with contact details for reference. | The minimum requirement is that the services should be operational with one customer for a period of minimum 03 months. However, RailTel will validate services before launch. |
| 8 | Power of attorney in favor of authorized Signatory | Duly notarized Power of Attorney in favor of Authorized Signatory/ Board Resolution for all consortium members. | Duly notarized Power of Attorney in favor of Authorized Signatory/ Board Resolution. |

- d. The Bidder shall submit necessary documentary proof showing that they meet the eligibility criteria along with their EOI bid. All documents submitted will also be self-attested by the person authorized by the business entity or all consortium members (Annexure E).
- e. Non-fulfillment of the above said criteria shall result in rejection of technical bids. Any rejected offer shall not be eligible for empanelment as DSP for RailTel. However, if the services are very unique and in RailTel’s business interest, the criterion listed above can be waived off/relaxed by RailTel.

Annexure -B**EVALUATION PROCESS:**

1. All eligible Bids who fulfills all the Eligibility Conditions of the EOI shall be further evaluated on a total score of 100. The evaluation matrix consisting of the following parameters for each indicated vertical :

| S. No. | Evaluation Parameter | A) Score (Open Category) | B) Score (Start Up / Incubate Category) |
|--------|------------------------------------|--------------------------|---|
| I | Company Profile/ Founder's Profile | 10 | 10 |
| II | Proposed Service Offering | 40 | 40 |
| III | Proposed Business Model | 20 | 20 |
| IV | Solution Presentation | 30 | 30 |
| | Total | 100 | 100 |

A) Evaluation Criteria: Open Category (100 Marks)**I. Company Profile – Open Category -10 Marks**

| S. No. | Parameter | Score | Max Score | Documentary Evidence Required |
|--------|--|-------|-----------|--|
| a) | Capability for Execution of Commercial Work Orders (Last 03 Financial Years as on bid submission date) | | | |
| | Executed Commercial Work Orders 5 Cr & above | 5 | 5 | Commercial Work Order and Confirmation from client on letter head confirming deployment. |
| | Orders above 3 Cr but less than 5 Cr | 3 | | |
| | Orders above 1 Cr but less than 3 Cr | 2 | | |
| | Orders 50 Lakh to 1 Cr | 1 | | |
| b) | Annual Turnover of the Company | | | |
| | More than 7 Cr | 5 | 5 | Latest audited Balance Sheet. |
| | 5 Cr to less than 7 Cr | 3 | | |
| | 3 Cr to less than 5 Cr | 2 | | |
| | 2 Cr to less than 3 Cr | 1 | | |

II. Proposed Service Offering: Open Category :40 Marks

| S. No. | Parameter | Score | Max Score | Documentary Evidence Required |
|--------|---|---------------------|-----------|--|
| a) | Offered Service/Solution is in line with RailTel's Business Area of Operation (Data Center/ Digital Services /Broadband Services) | On scale of 1 to 10 | 10 | Write up |
| b) | Offered Service/Solution - Uniqueness/Differentiation | On scale of 1 to 5 | 5 | Write up |
| c) | Experience in Deployment of Proposed Digital Services (in last 3 years as on bid submission date) | | | |
| | More than 1000 end customers or Commercial Work Order executed for INR 5 Cr and above. | 10 | 10 | Commercial Work Order and Confirmation from client on letter head confirming deployment. |
| | More than 250 end customers or Commercial Work Orders executed for More than 3 Cr and upto 5 Cr | 7 | | |
| | More than 100 end customers or Commercial Work Orders executed for More than 1 Cr and upto 3 Cr | 5 | | |
| | More than 50 end customers or Commercial Work Orders executed for More than 25 Lakhs and upto 1 Cr | 3 | | |
| d) | Maturity of proposed Services: The proposed solution working commercially | | | |
| | If the proposed solution working commercially for two years and above | 5 | 5 | Documentary evidence/ Commercial Work Order and Confirmation from client on letter head confirming deployment. |
| | More than One year but less than Two Years | 3 | | |

| S. No. | Parameter | Score | Max Score | Documentary Evidence Required |
|--------|--|-------|-----------|-------------------------------|
| | More than Six months but less than One Year | 2 | | |
| | If the proposed solution is commercially operated | 1 | | |
| e) | Patent/IPR held or filed. | 5 | 5 | Documentary evidence. |
| f) | Solution amenable as a Hosted Service or 'as a Service' in RailTel Data Centre | 5 | 5 | Solution Document |

III. Proposed Business Model: Open Category -20 Marks

| S. No. | Parameter | Score | Max Score | Documentary Evidence Required |
|--------|---|---------------------|-----------|--|
| a) | Comprehensiveness of the submitted Business Case for the DSP. | On scale of 1 to 10 | 10 | Write up |
| b) | Projected Business Commitment in first Two years | | | |
| | More than 5 Cr & above | 10 | 10 | Self-declaration with supporting data. |
| | above 3 Cr but less than 5 Cr | 7 | | |
| | above 1 Cr but less than 3 Cr | 5 | | |
| | 50 Lakh and above up to 1 Cr | 3 | | |

B) Evaluation Criteria: Start-up Category (100 Marks)

I. Company Profile / Founder Profile: Start Up: 10 Marks

| | | | | |
|----|---|---|---|--------------------|
| a) | Funding Status | | | |
| | Funded by external Venture Capitalist | 5 | 5 | Relevant documents |
| | Funded by startup Incubation or accelerator program | 3 | | |
| | Funded by Angel Funding | 2 | | |

| | | | | |
|----|--|---|---|--|
| | Crowd Funded by Crowd Funding platform | 1 | | |
| b) | Experience of Founders of the Company | | | |
| | 15 Years + | 5 | 5 | Documentary Evidence of Qualifications and Experience in ICT Field |
| | 10 Years + | 3 | | |
| | 5 Years + | 1 | | |

II. Proposed Service Offering: Start up Category :40 Marks

| S. No. | Parameter | Score | Max Score | Documentary Evidence Required |
|--------|---|---------------------|-----------|--|
| a) | Offered Service/Solution is in line with RailTel's Business Area of Operation (Data Center/ Digital Services /Broadband Services) | On scale of 1 to 10 | 10 | Writ up |
| b) | Offered Service/Solution Uniqueness/Differentiation | On scale of 1 to 5 | 5 | Write up |
| c) | Stage of the Start up (<i>in the last one year as on bid submission date</i>) | | | |
| | Scale Out – Scaling the Business. (<i>Paying customers for more than 100 or value more than 2 Cr.</i>) | 10 | 10 | Documentary evidence like Commercial Work Order and Confirmation from client on letter head confirming deployment. |
| | Early Stage Traction- Paying Customer more than 50 & less than 100 or value more than 1 Cr and less than 2 Cr | 7 | | |
| | Early Stage Traction - Paying Customer more than 10 & less than 50 or value more than 25 Lakh and less than 1 Cr | 5 | | |
| | MVP (Minimum Viable Product) with commercial operation with Customer. | 3 | | |
| | MVP (Minimum Viable Product) Trial with Customer. | 1 | | |

| S. No. | Parameter | Score | Max Score | Documentary Evidence Required |
|--------|--|-------|-----------|--|
| d) | Business Executed on the proposed Services: The proposed solution working commercially | | | |
| | If the proposed solution working commercially for one year and above | 5 | 5 | Documentary evidence/ Commercial Work Order and Confirmation from client on letter head confirming deployment. |
| | More than Six Month but less than One Year | 3 | | |
| | More than three months but less than Six Months | 2 | | |
| | If the proposed solution is commercially operated | 1 | | |
| e) | Patent/IPR held or filed. | 5 | 5 | Documentary evidence |
| f) | Solution amenable as a Hosted Service or 'as a Service' in RailTel Data Centre | 5 | 5 | Solution Document |

III. Proposed Business Model: Star Up Category -20 Marks

| S. No. | Parameter | Score | Max Score | Documentary Evidence Required |
|--------|--|---------------------|-----------|--|
| a) | Comprehensiveness of the submitted Business Case for the DSP. (Soundness of Business Case e.g. USP of the proposed service, Target Market, Key assumptions etc) | On scale of 1 to 10 | 10 | Write up |
| b) | Projected Business Commitment in first Two years | | | |
| | More than 3 Cr & above | 10 | 10 | Self-declaration with supporting data. |
| | above 2 Cr but less than 3 Cr | 7 | | |
| | above 1 Cr but less than 2 Cr | 5 | | |
| | 50 Lakh and above up to 1 Cr | 3 | | |

IV. Solution Presentation (Maximum Marks: 30 for Open Category and Start Up Category)

DSP Partner is required to provide a detailed presentation containing Service Offering, Business Model, Social Impact & Infrastructure support required from RailTel.

The Time, date & venue of the proposed presentation shall be informed to the bidder separately. Broad Content of the presentation is as under:

| S. No. | Content of Solution Presentation |
|---------------|--|
| 1 | Company Background |
| 2 | Brief on Product/Solution Offering |
| a) | Functionalities of the proposed solution/Services platform |
| b) | Uniqueness/Differentiation of the proposed solution/services |
| c) | Service Management Capabilities of the solution |
| d) | Application Architecture and System Design |
| e) | Minimum Technical Specifications of the proposed solution |
| f) | Target Segment/Market Research for the Solution/Services |
| 3 | Commercial Model proposed by the DSP (i.e. Market Size, USP of Service, Current Market Price, Flexibility on proposed Selling price, revenue projections etc.) |
| a) | Bidder is required to share the revenue model that they propose for RailTel including the total projected revenues. |
| b) | The Bidder shall propose the functional model for financial payouts (Income distribution, transactions, collections and payouts, timelines etc.) |
| c) | Social Impact if any |
| 3 | Proposed Rollout plan |
| a) | Maintenance and Support locations in India |
| b) | Sales and Distribution Channel capabilities |
| 4 | RailTel would evaluate the commercial model based on the factors including: <ul style="list-style-type: none"> i) Projected revenue forecasts ii) Committed revenue for RailTel iii) Projected cost heads iv) Completeness of assumptions made for the commercial model v) Uniqueness and USP of the service vi) Social Impact |

Note: Eligible Bidders will be evaluated on above parameters and empanelled in merit order. Depending on RailTel's business strategy RailTel may choose to work with the top 10-20 empanelled DSPs at a time and will progressively work with the list of empanelled DSPs. Depending on Business Strategy or opportunity in the market or social impact RailTel may choose to work with DSPs out of turn.

Annexure C

SCOPE OF WORK: BROAD TERMS OF EMPANELMENT

1. Scope of Empanelled Partner includes end to end delivery and maintaining the Digital Services proposed to be hosted in RailTel's State of art Data Centre.
 - 1.1. RailTel is looking for developing core capabilities through partners (who will be called as Digital Service Partner(DSP) for developing, securing and executing business created using ICT as vehicle for revolution) in contributing such services exploiting the strength of RailTel.
 - 1.2. The terms and conditions with the DSP in the individual contracts will be as per customer's contract terms and conditions. In cases where there is any conflict between the customers' requirements and the provisions mentioned in this EOI then the customers' requirements will prevail and will be settled between RailTel and DSP through mutual discussions.
 - 1.3. The SLA's (Service Level Agreements) as well as penalty will be on back to back basis. Adequate process of customer complaint resolution by the partner will be established on mutual discussions with RailTel.
 - 1.4. DSP shall bear all costs/ expenses pertaining to all statutory permissions/clearance from the competent Government Agencies/ Statutory Bodies and other Local bodies for setting up/operating the proposed empanelled services.
 - 1.5. The DSP shall not transfer its rights and obligations under this agreement to any other party. In case of a merger or amalgamation of DSP or RailTel with any other entity, the rights and obligations under this agreement will stand transferred to the merged entity.
 - 1.6. Co-Branded Service with the DSP can be considered on mutual discussion basis and formalities through signed agreement.
 - 1.7. It must be noted that while all the information and data regarding this service, to the best of the RailTel's knowledge, accurate within the considerations of scoping the proposed contract, has been provided in this document and RailTel holds no responsibility for the accuracy of this information and it is the responsibility of the bidders to check the validity of data included in this document. Each bidder must conduct survey of the existing processes and make independent evaluation of the scope of work. No bidder can hold the Competent Authority responsible for non-understanding of the scope of work. The process is fully in public domain and no separate information shall be given to any bidder by the Competent Authority on this account.
 - 1.8. The prospective bidders are advised to acquaint themselves and are presumed to be fully aware of the local conditions of RailTel in general. No dispute regarding the local and surrounding conditions, geographical or political shall be entertained by the Competent Authority. The Competent Authority shall only endeavor to make the conditions as

congenial and favorable for carrying out the Service as possible within its power and day to day affairs shall be managed by the selected bidder at their own cost and risk.

2. ROLES AND RESPONSIBILITIES

2.1. The broad roles and responsibilities of different partners will be as follows. In case any activity is not explicitly defined then the same will be settled on mutual agreement basis.

2.2. **ROLES AND RESPONSIBILITY OF THE EMPANELLED DSP:** The successful bidder has to provide as under:

2.2.1. Securing Business in consultation with RailTel at their own cost, acting as strategic partner of RailTel.

2.2.2. Make all investments in service acquisition and execution.

2.2.3. The DSP shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the service acquired for implementation at its own cost.

2.2.4. Make payments to RailTel as per specific service agreements.

2.2.5. EBG of Rs 2,00,000/- (Rupees Two Lakhs) and service specific PBG on service to service basis shall be submitted by the DSP to RailTel as per clause 14.3 of the EOI. DSP / PARTNER may have back-end relationship with other specialized entities for providing necessary equipment / services / solutions. These relationships shall not have any liability on RailTel and RailTel shall, in no way, be a party to it and should be indemnified.

2.2.6. Hold monthly Coordination Committee meetings with the Nodal Officer of the Department and update on progress of the work and transfer all data to the Nodal Officer.

2.2.7. All taxation and other Governmental Statutory Tax compliances in its domain shall be the liability of the bidder. Since this is an arrangement on revenue share basis, the ownership of equipment / stores supplied by the partner for partner's share of work will be with partner. Their proper up keep and maintenance along with replacements if any, as and when needed, will be the partner's responsibility.

2.2.8. The DSP has to take responsibility for violation of any law or direction of statutory authority or found to be in contravention of intellectual property rights (IPR) etc. during service execution phase if that responsibility was within the domain of DSP and vice a versa.

2.2.9. The DSP shall be responsible for obtaining the copyrights/IPRs at its own costs, for the entire content of various types provided

2.3. **ROLES AND RESPONSIBILITY OF RailTel:** RailTel shall provide all support and enforcement to help execution of the service for the period of contract and all approvals etc as may be required for execution of the said service. This shall include but not limited to the following:

2.3.1. RailTel shall provide a conducive organizational atmosphere for the set up to operate the service.

- 2.3.2. RailTel shall enter into an agreement for legal sanctity to the work carried out at the place.
- 2.3.3. Coordination Committee Meet: - RailTel shall hold one coordination committee meeting in the first week of every month which shall be the platform to resolve any issues related to service implementation through mutual discussions and in good faith. The duration may be adjusted as per service requirements.
- 2.3.4. If the DSP so desires, following arrangement can be made
 - 2.3.4.1. RailTel Data Centre for hosting Data Centre Managed Services at discounted rates of such facility. Empanelled DSP need to comply with the terms and conditions of the Data Centre Policy of RailTel.
 - 2.3.4.2. RailTel Telecom connectivity for providing services in this contract, the required connectivity will be provided at the discounted rates.

3. SERVICE EXECUTION MODE:

- 3.1. The Digital Service Partner (DSP) will develop business in consultation with RailTel. After developing business, the deal can be converted into firm orders, normally in the following ways:
 - 3.1.1. **ON NOMINATION BASIS TO RAILTEL BASED ON EFFORTS OF DSP:**

In such cases, normally initially the budgeted quote is required to be given. The same will be given to customers by taking the budgeted quote from the concerned DSP. The RailTel may moderate (increase / decrease) the price quoted based on their own experience (if any). Once business is received by RailTel on nomination basis through any DSP, then price discovery will be done by calling the rates from the empanelled DSP's. In case the DSP through whom the business has been secured is not the L1 bidder for select or all the items, then first right of refusal by "Counter Offer" will be given to that DSP through whom the business has been secured for matching the L1 price for that select or all the items. In case the DSP accepts it then the service will be awarded to him, otherwise the service will be given to the actual L1 bidder.
 - 3.1.2. **THROUGH TENDER / EOI / NEGOTIATIONS BY CUSTOMER:**

Irrespective of whether the tender participation happens independently or in consortium with the DSP, then the price bid will be quoted in consultation with the concerned DSP, as such service has been bid with DSP as a strategic partner and they are responsible for submitting a reasonable and winning quote to RailTel and other partners like RailTel etc. If work is awarded then the work will be carried out as per the commercial arrangements quoted / agreed upon. In case any negotiation is done by the customer before awarding the work then all parties will agree for a revised share / quote, which will be applicable for the service. **In this case a Limited Price discovery process will be initiated among empanelled DSPs to select the strategic/L1 partner.**
 - 3.1.3. **DIRECT LEADS WITH RAILTEL-** In addition there could be some cases, where lead has directly come to RailTel. Then the work can be ear marked to any DSP for further persuasion based on the RailTel own assessment. Normally such decision will be taken by RailTel based on past performance and / or experience of the DSP in that sector / customer / industry. The decision of RailTel will be final and

binding. After persuasion by DSP the business may come in the ways explained above. The further course of action will be taken as per the procedure outlined.

- 3.1.4. **ON NOMINATION BASIS TO RAILTEL WITHOUT THE EFFORTS OF DSP:** Further there could be some cases, where work has been awarded to RailTel on nomination directly on the own initiative of RailTel on different business models such as Fixed Cost, Cost plus etc. In such cases Limited quotations from eligible empanelled DSPs will be called and work will be awarded to L1 (Lowest) DSP.

3.2. Additional Notes:

- 3.2.1. At the time of inviting quotation, if the empanelled DSP is unable to quote against the inquiry, Regret Letter' must be sent. Failure to do so repeatedly (on 03 occasions) may result in deletion of tenderer's name from the empanelled list. Further, empanelled DSP have to share contact details of 03 (three) representatives of the organisation. Request for quotation will be sent through e-mail only, to representatives of the empanelled DSP. It will be responsibility of DSP to intimate and confirm with RailTel, in case there is change in contact details of their organisation.
- 3.2.2. At the time of inviting quotation, wherever the indirect taxes are not specifically indicated, the prices quoted will be presumed as Inclusive of all taxes and no statutory variation will be payable by RailTel. The rates of taxes should be clearly mentioned. HSN/SAC no. should be indicated in the offer.
- 3.2.3. At the time of inviting quotation, bidders are requested to quote their best prices considering the fact that price negotiation, if required, may be held with the lowest bidder only.
- 3.2.4. Unless otherwise specified all prices quotes must remain firm except for statutory variation in taxes during the contractual delivery period. Any increase in taxes after expiry of the delivery period will be to supplier's account. This will be without prejudice to the rights of RailTel for any other action including termination. Price variation clauses if any should be clearly quantified without any ambiguity with ceiling limits.
- 3.2.5. Quotation should preferable be typewritten and any correction or over-writing should be initialled. Rates to be indicated both in words and figures.
- 3.2.6. No part of the contract nor any share or interest therein shall, in any manner or degree, be transferred, assigned or sub-let by the seller directly or indirectly to any person, firm or corporation whatsoever without the consent of RailTel in writing.
- 3.2.7. No payment will be released without having a valid EBG and PBG in hand as required.
- 3.2.8. Unless otherwise specified, RailTel/RDSO (Research Designs & Standards Organization) will inspect the material after the delivery at sites. RailTel may have option to carry out stage inspection/pre-dispatch inspection at Supplier's works. Manufacturer's Test Certificate / Material test Certificate from Government of India approved test house are to be provided wherever required. RailTel may have option for test in its laboratory and its report shall be final and binding.

4. EXCLUSIVITY/BASIC PRINCIPLES FOR FUTURE ADAPTATIONS

- 4.1. The relationship is on non-exclusive basis for both the parties.
- 4.2. Though Non-exclusive but RailTel visualizes very long-term relationship through this EOI. The initial period of empanelment under this EOI is **Three (03) years**, unless terminated earlier, and it can be extended on mutual terms and conditions.
- 4.3. If the DSP fails to meet the deadlines of the said service or is not able to implement the service in stipulated time then RailTel in addition to invoking of the EBG and Service PBG, may get the contract implemented, upon such terms and in such manner as it deems appropriate from any other party. Any excess amount, which it may incur in doing so, will be paid by the DSP, limited to 100% of Contract Value of the Work Awarded.
- 4.4. The partner can sell the services in the name of RailTel after written consent from RailTel.

5. TARGET TO ACHIEVE CUSTOMERS

- 5.1. Gestation period of 12 months shall be given to the DSP after the date of issue of Empanelment Letter and signing the agreement for business generation and within this period at least **Business Work order of ₹ 01 Crore for Open Category** and ₹25 Lakhs for Start-Up Category has to be acquired by the efforts of DSP.
 - 5.1.1. If the selected DSP fails to generate even one Order of this volume, the DSP shall be given another grace period of 3 months to acquire service(s) of at least **1 crore (Open Category)/ ₹25 Lakh (Start-Up category)** value. If the DSP fails to deliver even in the extended grace period then the empanelment shall stand terminated without any further notice. **In addition to the requirement of generation of business by the efforts of DSP in the gestation period, a DSP partner has to ensure business engagement with RailTel and if the DSP has no service engagement for a period of six months (after successful completion of gestation period) during tenure of the empanelment, RailTel may delist the DSP from the Empanelment list, without any further notice as soon as twelve months non-engagement period completes.**
- 5.2. That the target set above shall become effective and binding on the selected DSP from the date of issue of work order, provided however the following conditions are fulfilled by the RailTel to go ahead with the service:
 - 5.2.1. All administrative approvals are granted/ with all sanctions and NOCs/clearances/ approvals required to complete the service/ coordination committee is notified with the other procedural formalities for effective implementation of the service(s) as per the service guidelines in the EOI documents.
 - 5.2.2. Non-Compliance of Conditions Precedent: It is agreed that, if the above preconditions are not met 90 days from the date of such agreement, then the RailTel shall, at the option of the selected agency, complete all such required approvals by extending the time limit by another suitable duration as both parties may decide collectively.
- 5.3. The above-mentioned targets are the minimum targets for determining the satisfactory working of the partner.

5.4. If conditions above are not met in stipulated time from the date of signing the agreement despite all support of RailTel made available to the DSP as mentioned in the EOI Documents then RailTel shall have the right to terminate the Empanelment agreement.

6. CUSTOMER COMPLAINT RESOLUTION

6.1. That this shall be as per the Service Level Agreement for specific contracts that become operational and as per the roles and responsibilities of the RailTel&DSP.

7. INSURANCE: Parties hereto categorically agree to get the insurance covered for their respective service areas by themselves and shall not be liable to each other for the loss and / or damage arising thereto under such service areas as agreed to in this agreement.

8. VALIDITY OF THE AGREEMENT

8.1. Agreement shall remain in force initially for a period of Three(03) years on non-exclusive basis from the date of award of work and can be extended further with mutual consent. This agreement shall be valid for its full term unless revoked as per the clauses and mechanism defined in this Agreement. RailTel reserves the right to enter in agreement with other partners also except in respect of services which have already been made operational with the DSP.

8.2. However the individual agreements for any customer in vogue at the end of master agreement will continue to be in operations, even if the main DSP empanelment agreement has not been extended due to any reasons.

8.3. RailTel shall have the right of first refusal and settle all financial obligations within 60 days of having communicated its willingness to exercise the option to buy any operational service from the DSP.

9. MODIFICATION IN THE TERMS AND CONDITIONS OF AGREEMENT:

9.1. The terms and conditions of the agreement are subject to modification by mutual agreement based upon the request of either party.

10. EXIT CLAUSE

10.1. The DSP may exit from this business or prematurely revoke this agreement by giving Six (06) months written notice to RailTel after one year lock in period. Similarly, RailTel can also exit prematurely from this agreement after giving Six(06)months written notice to Partner after one year lock in period. This shall be done without any claim of liability on each other.

10.2. Exit Option Exercised By DSP:

10.2.1. In case any service is already operational and RailTel wants to acquire the assets and want to continue with the service then in such case RailTel may acquire the asset created by the DSP for delivery of service, on mutually agreed market value or depreciated value whichever is lower, and RailTel will have the first right of acceptance/refusal.

10.2.2. The depreciated value of equipment – the net value of the equipment as determined by charging depreciation at rates specified in Companies Act of India, 2013 as amended from time to time under the Written Down Value method.

10.3. Exit Option Exercised By RailTel:

11.3.1 In cases where RailTel has exercised the exit option, the assets created by the DSP will be of the DSP and they will be free to use it any fashion as deemed fit. However, the services of existing customers will be decided based on agreement terms and conditions.

10.4. After exit from the agreement as a result of being empanelled under this EOI:

10.4.1. Neither party shall represent the other party in any of its dealings.

10.4.2. Neither party shall intentionally or otherwise commit any act (s) as would make a third party to believe that the other party is still the former Party's service provider; as the case may be.

10.4.3. The expiration or termination of the agreement for any reason whatsoever shall not affect any obligation of either party having accrued under this agreement prior to the expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the agreement.

11. TRANSFER AND TERMINATION OF AGREEMENT:

11.1 DSP shall not transfer its rights and obligations under this agreement to any other party. In case of a merger or amalgamation of DSP or RailTel with any other entity, the rights and obligations under this agreement will stand transferred to the merged entity.

11.2 That if there is a change in the constitution of the DSP or RailTel, its successor body shall be bound by the agreement and service related commitments during its validity period.

11.3 RailTel reserves the right to terminate the agreement for

11.1.1. Any breach or non-observance or non-fulfillment of agreement conditions related to service deliverables.

11.1.2. Any other violation of clauses of this EOI / agreement

11.1.3. RailTel may suspend / terminate the agreement with sixty days' notice. In case of the case leading to termination then further action will be taken as per exit clause of this EOI document.

11.4 Neither party shall intentionally or otherwise commit any act (s) as would make a third party to believe that the other party is still the former Party's service provider; as the case may be.

11.5 The expiration or termination of the agreement for any reason whatsoever shall not affect any obligation of either party having accrued under this agreement prior to the expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the agreement in relation to services which are already operational.

12 RIGHT TO INSPECT

Both parties will provide the necessary facilities for continuous monitoring of the services under implementation, at its own cost, when required by RailTel or any Statutory Authority empowered to do so. The inspection will ordinarily be carried out after reasonable notice except in circumstances where giving such a notice before may defeat the very purpose of the inspection, a notice after such inspection shall be provided, also assigning reason for such exceptional circumstances.

13 CONFIDENTIALLY AND NON-DISCLOSURE OF INFORMATION

- 13.1 Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. RailTel will treat all information submitted as part of Proposal in confidence and will ensure that all who have access to such material treat it in confidence. RailTel will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.
- 13.2 Confidential Information” shall collectively mean any and all information (whether commercial, non-commercial, business, proprietary, personal or technical), studies, subscription lists, analysis, data, or other documents in written, graphic, oral, or other tangible or intangible forms developed, licensed to and/or owned by any of the parties to this agreement and / or disclosed by one party (owner) to another (recipient) that is prior to or at the time of disclosure, identified in writing as confidential, or such information that by its inherent nature or circumstances of disclosure is deemed to be confidential, or proprietary, or is orally delivered, summarized in writing by Owner and delivered to the Recipient within 15 days of such disclosure. Confidential information shall also be deemed to include any and all information that is obtained by the Recipient or the non-disclosing party in performance of the obligations provided in the agreement. All personally identifiable data regarding customers of RailTel shall be deemed confidential information without the need to identify such items as confidential or proprietary. The confidential information shall always remain the property of the owner.
- 13.3 Recipient may use confidential Information of owner only for the purpose. Recipient may disclose confidential information received hereunder to its employees strictly on a need to know basis, for the purpose and who are bound to protect the received confidential information from unauthorized use and disclosure under the terms of a written agreement of similar nature. The recipient further agrees that it shall not use the confidential information of the owner for its own benefit, or the benefit of any third party, even in furtherance of the purpose without the prior written consent of the owner.
- 13.4 The recipient shall ensure that confidential information is not disseminated or accessible to or used by any person, whosoever, who strictly does not have the need to know such information and shall put in place at least such control as it employs with respect to its own proprietary or confidential information of like importance which it does not desire to have disseminated or published, but in any case using no less than a reasonable degree to care. Further, the Recipient shall not make or have made copies of the confidential information in any medium without the consent of the owner.
- 13.5 In the event Recipient is required by law, regulation or court order to disclose any of Owner’s confidential information, recipient will promptly notify owner in writing prior to making any such disclosure in order to facilitate owner seeking a protective order or other appropriate remedy from the proper authority. Recipient agrees to cooperate with owner in seeking such order or other remedy.
- 13.6 The obligation of confidentiality and use with respect to confidential information disclosed hereunder shall survive any termination of this agreement or expiration of the agreement for a period of 03 years unless extended by the owner in writing.

- 13.7 The recipient shall ensure that the physical security, data integrity, handling, storage etc. of all confidential information shall conform to the standard security measures. Notwithstanding anything contained herein DSP agrees that the data integrity and physical security of the confidential information shall not be compromised in any manner.
- 13.8 Except upon mutual written agreement, or as may be required by law, no party shall in any way or in any form disclose the existence, discussions or negotiation leading to or any matter covered under service agreement.
- 13.9 The Parties acknowledge that confidential information is unique and valuable, and that disclosure in breach of this agreement will result in irreparable injury to owner for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of any breach or threatened breach of confidentiality, the owner shall be entitled to specific performance and injunctive or any other equitable relief as a remedy for any such breach or anticipated breach. Any such relief shall be in addition to and not in lieu of any appropriate relief or claim for monetary compensation or damages.

14 PROHIBITION OF CERTAIN ACTIVITIES BY THE DSP

- 14.1 DSP shall not indulge in any project which is prohibited by Indian Laws.
- 14.2 DSP shall not engage, on the strength of this agreement, in the provision of any service other than the services agreed upon in this Agreement, without prior agreement in addendum to this Agreement regarding such service with RailTel.
- 14.3 To remove any doubt, it is hereby clarified that nothing contained in above para does not include DSP activities related to engaging in advertising and promotional activities relating to service deliverables under a specific contract or efforts to source a service for RailTel.
- 14.4 Neither party shall be entitled to use the names, trademarks, service marks or logos of the other without the other's prior written approval.

15 LIABILITY:

- 15.1 Except as provided in this agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leased, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this agreement.

Annexure - D**BIDDER INFORMATION SHEET
EMPANELMENT OF DIGITAL SERVICE PARTNER (DSP)**

| S. No. | PART A | GENERAL INFORMATION |
|--|--|----------------------------|
| 1. | Name of the company/ Agency/ Consortium | |
| 2. | Type of Incorporation (individual or proprietorship firm, Limited Company/Private Limited Company / Partnership or LLP (Limited Liability Partnerships) / or a registered business entity) | |
| 3 | Year Incorporated | |
| 4 | Address for communication | |
| 5 | Name of Contact Person | |
| 6 | Designation | |
| 7 | Phone No. | |
| 8 | FAX NO. | |
| 9 | Mobile No. | |
| 10 | Email address | |
| <i>PART B1: Details of EoI Document Fee</i> | | |
| 1 | Amount of Draft | Rs |
| 2 | Issue Date | |
| 3 | D.D. No. | |
| 4 | Name of the bank | |
| 5 | Branch | |
| <i>PART B2: Details of EMD</i> | | |
| 1 | Amount | Rs |
| 2 | Issue Date | |
| 3 | EMD No | |
| 4 | Name of the bank | |
| 5 | Branch | |

PART C: APPLICATION DETAILS

| Sl.No | Required Information | Filled in Details | Documents to be attached in Annexure |
|--------------|--|--------------------------|--|
| 1 | Name and address of the Person Signing the document. | | a) Power of Attorney attested by Notary or b) Copy of the board Resolution certified by the Company secretary for appointing the Power of Attorney or c) In case of consortium authorization on the letter head of the bidder / consortium as per AnnexureE. |
| 2 | Whether the company is individual or proprietorship firm, Limited Company/Private Limited Company / Partnership or LLP (Limited Liability Partnerships) / or a registered business entity. | | a) Certificate of Incorporation b) Memorandum and Article of Associations c) Proof of Listing d) Partnership deed in case of partnership / LLP |
| 3 | Name of the Directors with DIN Numbers | | e) Consortium agreement and undertaking on Rs 10 stamp paper as per Appendix G in case of consortium |
| 4 | Area of Business: IT/Networking company/ Telecommunication company etc. | | f) Latest Annual report |
| 5 | EOI cover letter- Bid Form | | As per ANNEXURE-H |
| 6 | Annual Turnover for last 3 FYs | | Balance sheet, Profit & Loss Account & ITR for the last 3 financial Years |

| | | | |
|----|---|--|--|
| | | | It should be certified by the CA in letter head of the CA firm as per Annexure-F |
| 7 | GST Registration No. | | Copy of GST Registration |
| 8 | Income TAX PAN No. | | Copy of PAN/TAN |
| 9 | Bidder Bank details: Bank Name: Bank Account: IFSC Code: | | |
| 10 | NIL Deviation Declaration | | Self declaration. |

Signature:**Name:****Designation:**

ANNEXURE - E

AUTHORISATION ON THE LETTERHEAD OF THE BIDDER / CONSORTIUM

TO WHOMSOEVER IT MAY CONCERN

This is to state that for the purpose of the **Expression of Interest for Empanelment of Digital Service Partner**, we have hereby authorized Sh/Ms working in capacity of with M/s to execute all documents on behalf of the Consortium for the above said EOI.

Signature Party 1 with seal:

Signature Party 2 with seal:

ANNEXURE - E

CA CERTIFICATE ON LETTER HEAD OF CA FIRM

TO WHOMSOEVER IT MAY CONCERN

This is to state that upon perusal of books of accounts of M/s it is stated that their turnover is as under:

| | For Last 3 FYs | For Last 3 FYs | For Last 3 FYs |
|--------------------|----------------|----------------|----------------|
| Turnover In Crores | | | |

That the average turnover in the last three financial years or last two audited balance sheet and current year provisional balance sheet shows an average turnover ofcrores.

Signature of CA Firm with Seal

Note: Please also submit signed copy of the Audited Profit & Loss Account, Balance Sheet and Income Tax Returns (ITR) as downloaded from Income Tax website.

ANNEXURE - G

CONSORTIUM UNDERTAKING ON RS 10 STAMP PAPER

TO WHOMSOEVER IT MAY CONCERN

This is to state that for the purpose of the **Expression of Interest for Empanelment of Digital Service Partner**, we have agreed to form a Consortium as under:

| S. No. | Name Of Agency With Address | Name Of Signing Authority Along With Designation | Role In Consortium |
|--------|-----------------------------|--|--------------------|
| 1 | | | |
| 2 | | | |

Signature Party 1:

Signature Party 2:

ANNEXURE-H

EOI COVER LETTER – BID FORM

Ref:

Date:

To,

**GM/Marketing & Regulatory Compliance
RailTel Corporation of India Ltd Corporate Office
NBCC Building, Office Tower-2, 6th Floor, Plate-A
East Kidwai Nagar, New Delhi-110023**

REF: Expression of Interest for Empanelment of Digital Service Partner (DSP)

Dear Sir,

1. I/We, the undersigned, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI **along with subsequent related corrigenda issued** and all the terms and conditions thereof.
2. We agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 90 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I/ We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the DSP for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. We have applied under **Category.**
5. I/We have enclosed towards Empanelment Processing Fees a Bankers Cheque / Demand Draft No. dated drawn on for Rs/- (Rupees..... Only) that is applicable to the category under which this EoI response has been submitted and enclosed with this letter.
6. ***I/We have also enclosed towards Earnest Money Deposit a Bankers Cheque/ Demand Draft No. dated drawn on for Rs 2,00,000 (Rupees Two Lakh Only) and been enclosed with this letter.(Not applicable for Startup organizations registered with DIPP/Incubatee Organizations registered with DST approved incubation centre/MSME organizations registered with NSIC.)***
7. We undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
8. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
9. That Sh working in the capacity of on behalf of our Company / Consortium is hereby authorized to sign all EOI documents.

Signature

Name

Designation

ANNEXURE - I

PROFORMA FOR EMPANELMENT BANK GUARANTEE

To
GM/Marketing & Regulatory Compliance
RailTel Corporation of India Ltd Corporate Office
NBCC Building, Office Tower-2, 6th Floor, Plate-A
East Kidwai Nagar, New Delhi-110023

In consideration of the RailTel having agreed to sign an agreement with M/sto..... (Hereinafter called 'DIGITAL SERVICE PARTNER') to engage services of Managed Value Added Service Providers to assist RAILTEL for implementation of innovative Services as per the EOI No.....(hereinafter called 'the said agreement') on the terms and conditions contained in the EOI, which inter-alia provides for production of a Bank Guarantee to the extent of Rs. (in words.....) for the service by way of security for the due observance and performance of the terms and conditions of the said agreement. We.....(indicate the name and address and other particulars of the Bank) (hereinafter referred to as 'the Bank') at the request of Digital Service Partner hereby irrevocably and unconditionally guarantee to RAILTEL that Digital Service Partner shall render all necessary and efficient services which may be required to be rendered by Digital Service Partner in connection with and/or for the performance of the said Digital Service Partner and further guarantees that the service which shall be provided by Digital Service Partner under the said agreement, shall be actually performed in accordance with terms & conditions of Digital Service Partner to the satisfaction of the RailTel.

2. We, the Bank, hereby undertake to pay RailTel an amount not exceeding Rs.....(Rupeesonly) against any loss or damage caused to or suffered or would be caused to or suffered by RailTel by reason of any breach by the said Digital Service Partner of any of the terms and conditions contained in the said agreement including failure to extend the validity of this guarantee or to give a fresh guarantee in lieu of the existing one.

3. We, the Bank hereby, in pursuance of the terms of the said agreement, absolutely, irrevocably and unconditionally guarantee as primary obligor and not merely as surety the payment of an amount of Rs..... (Rupees Only) to the RailTel to secure due and faithful performance by Digital Service Partner of all his/their obligations under the said agreement.

4. We, the Bank hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the RailTel stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the RailTel by reason of breach by the said Digital Service Partner of any of the terms or conditions contained in the said

agreement or by reason of Digital Service Partner's failure to perform any of its obligations under the said agreement.”

5. We, the Bank, hereby agree that the decision of the RailTel as to whether Digital Service Partner has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or whether the service is free from deficiencies and defects and is in accordance with or not of the terms & conditions of the said agreement and as to the amount payable to the RailTel by the Bank hereunder shall be final and binding on the Bank.

6. WE, THE BANK, DO HEREBY DECLARE AND AGREE that:

(a) the Guarantee herein contained shall remain in full force and effect for a period of ten and half years from the date hereof and that it shall continue to be enforceable till all the dues of the RailTel and by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till RailTel satisfies that the terms and conditions of the said agreement have been fully and properly carried out by the said Digital Service Partner and accordingly discharged this guarantee.

(b) The RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance of any obligations by the said Digital Service Partner from time to time or to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said Digital Service Partner and to forbear or to enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation or extension being granted to the said Digital Service Partner or forbearance act or omission on the part of the RailTel or any indulgence by the RailTel to the said Digital Service Partner or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

(c) Any claim which we have against Digital Service Partner shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the RailTel exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.

(d) This Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by Digital Service Partner.

7. We the BANK undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

8. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to Rs. and our Guarantee shall remain in force until Year from the date hereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e. all your rights

under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

DateDay..... For(Name of Bank)

In the presence of Witnesses:

Signature
Name
Occupation
Address
Place
DATE

Signature
Name
Occupation
Address
Place
DATE

ANNEXURE - J

FORMAT OF AGREEMENT BETWEEN RailTel AND DSP

AGREEMENT

This agreement is made at Delhi on the .../.../2018 for implementation of the work FOR IMPLEMENTAION OF SERVICES AS PER THE **EXPRESSION OF INTEREST ENQUIRY NO. RailTel/.....DATED .../.../20119 - Expression of Interest for Empanelment of Digital Service Partner (DSP)**

RailTel Corporation of India Ltd. (CIN : _____), having its registered and Corporate office at **NBCC Building, Office Tower-2, 6th Floor, Plate-A, East Kidwai Nagar, New Delhi-110023** (hereinafter referred to as RailTel , which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators or permitted assignees) of the **FIRST PARTY'**.

AND

M/s(CIN : _____ as applicable)having office at(herein after called as ".....", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators or permitted assignees) of the **SECOND PARTY**.

RailTel and being referred to individually as "PARTY", and jointly as "PARTIES".

WHEREAS

- 1.In response to the **EXPRESSION OF INTEREST ENQUIRY NO. RailTel/.....DATED .../.../2019 - Expression of Interest for Empanelment of Digital Service Partner** and RailTel informed the **SECOND PARTY** through Letter of Empanelment vide letter no:..... Dated
2. That the **SECOND PARTY** has consented to implement the same vide acceptance letter Nodated
3. With this objective both the parties are desirous of recording their understanding, agreed terms and conditions of the EOI_____dated_____by way of this agreement.
4. **Pursuant to clause 12 of EOI No. RailTel/EOI/MKTG/2019-20/DSP/493 dated _____, an agreement was required to be entered between RailTel and _____ for successful working of the system.**

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL PROMISES AND COVENANTS HEREINAFTER SET FORTH, "RailTel" AND "....." INTENDING TO BE LEGALLY BOUND HEREBY AGREE AS FOLLOWS.

SALIENT FEATURES:

1. That the **SECOND PARTY** shall work with the **FIRST PARTY** and source / execute services as per the EOI annexed with this agreement.

2. That both the PARTIES shall abide by the terms and conditions as per the EOI_____dated _____annexed with this agreement, which shall form an integral part of the agreement.
3. That once any service becomes operational, then a separate service agreement shall be executed between the PARTIES which shall be the governing guidelines for deliverables related to that specific service.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES PLACED THEIR RESPECTIVE HANDS AND SEALS HERETO ON THE DAY AND YEAR FIRST HEREIN ABOVE MENTIONED:

**For and on behalf of
FIRST PARTY
RailTel Corporation of India Ltd
.....**

**For and on behalf of
SECOND PARTY**

(Signature with Seal)

(Signature with Seal)

Witness:

1.

2.

RAILTEL CORPORATION OF INDIA LTD.

(A Govt. of India Enterprise)

Plot No. 143, Institutional Area, Opposite-Gold Souk, Sector-44, Gurgaon-122003

No. RaiTel/EOI/MKTG/2019-20/DSP/493

Date : 29.08.2019

Corrigendum-I

Subject: "Expression of Interest (EOI) for Empanelment of Digital Service Partner (DSP) to provide innovative ICT solutions hosted in RailTel's State of art Data Centre & PAN India NLD/Broadband Network platform to provide unique Services & Solutions to Government and Public Sector in terms of improving productivity, Citizen Services, Healthcare, Education Services and Railway related services etc."

References:

- (i) EOI No. RailTel/EOI/MKTG/2019-20/DSP/493 dt. 29th July 2019
- (ii) Prebid Meeting held on 14.08.2019

The Last date of submission of response to EOI has been extended up to 15:00 Hrs. of 20.09.2019.
The bids will be opened at 15:30 Hrs. of 20.09.2019.

All other terms and conditions of EoI will remain unchanged.


(K. Manohar Raja)
Executive Director/ EB

RAILTEL CORPORATION OF INDIA LTD.

(A Govt. of India Enterprise)

Plot No. 143, Institutional Area, Opposite-Gold Souk, Sector-44, Gurgaon-122003

No. RailTel/EOI/MKTG/2019-20/DSP/493

Date : 20.09.2019

Corrigendum-II

Subject: “Expression of Interest (EOI) for Empanelment of Digital Service Partner (DSP) to provide innovative ICT solutions hosted in RailTel’s State of art Data Centre & PAN India NLD/Broadband Network platform to provide unique Services & Solutions to Government and Public Sector in terms of improving productivity, Citizen Services, Healthcare, Education Services and Railway related services etc.”

References:

- (i) EOI No. RailTel/EOI/MKTG/2019-20/DSP/493 dt. 29th July 2019
- (ii) Prebid Meeting held on 14.08.2019
- (iii) Corrigendum-I dt. 29.08.2019

The Last date of submission of response to EOI has been extended up to 15:00 Hrs. of 04.10.2019. The bids will be opened at 15:30 Hrs. of 04.10.2019.

All other terms and conditions of EoI will remain unchanged.

For Executive Director/ EB

Manish
20.09.2019

**Deputy General Manager/ Marketing
(Manish Gupta)**

RAILTEL CORPORATION OF INDIA LTD.

(A Govt. of India Enterprise)

Plot No. 143, Institutional Area, Opposite-Gold Souk, Sector-44, Gurgaon-122003

No. RailTel/EOI/MKTG/2019-20/DSP/493

Date : 24.09.2019

Corrigendum-III

Subject: “Expression of Interest (EOI) for Empanelment of Digital Service Partner (DSP) to provide innovative ICT solutions hosted in RailTel’s State of art Data Centre & PAN India NLD/Broadband Network platform to provide unique Services & Solutions to Government and Public Sector in terms of improving productivity, Citizen Services, Healthcare, Education Services and Railway related services etc.”

References:

- (i) EOI No. RailTel/EOI/MKTG/2019-20/DSP/493 dt. 29th July 2019
- (ii) Prebid Meeting held on 14.08.2019
- (iii) Corrigendum-I dt. 29.08.2019
- (iv) Corrigendum –II dt. 20.09.2019

In reference to above, the following amendments to the EoI clauses are issued.

| S. N. | Clause No. / Page No. | Revised Clause Description |
|--------------|------------------------------|---|
| 1 | Clause 2.4.32 / Page 14 | <p>Any other mutually agreeable services in line of the above, provided the proposed technology / service meets the following criterion:</p> <p>2.4.32.1 The unique technological proposition must mitigate any of the existing concerns of Railways/Government/PSUs and result in saving / preserving their property/assets in terms of its reduced expenditure by way of automation and optimization .</p> <p>2.4.32.2 The unique technological proposition must address a prevailing concern of the Railways/Government/PSUs enmasse.</p> <p>2.4.32.3 The unique technological proposition that utilizes the existing Country Wide IT infrastructure of RailTel shall get preference and priority.</p> <p>2.4.32.4 The unique technological proposition must be scalable to a size and spare bandwidth that is available - Country wide IT network of RailTel.</p> |
| 2 | Clause 3/ Page | Eligibility Criteria: |

| | | |
|----|------------------------------------|--|
| 15 | | <p>3.1 This process is open to all applicants who fulfil the eligibility criteria as set out in Annexure 'A' of the reference document. Applicants should furnish information on the lines of Annexure-A in their EOI proposal.</p> <p>Please note there may be multi-stage selection process. The objective of this request for EOI is to identify and empanel the eligible applicants having requisite ICT capability, experience & expertise and are interested in partnering with RailTel to jointly provide services as detailed in this document.</p> <p>3.2 In order to widen the scope and provide an opportunity to a wide spectrum of Service providers the following shall also be considered:</p> <p>3.2.1 For International bidders of this Expression of interest who are able to meet the requirements of clause 2.4 , if required due consideration shall be accorded to the requirements of clause 3.1 as above.</p> <p>3.2.2 In case an International bidder of this expression of Interest in order to meet the requirements of Clause 3.1 requires entry into India shall be given a time period not exceeding six months to meet all the mandatory requirements of clause 3.1.</p> <p>3.2.3. In case of an International bidder of this expression of Interest by virtue of its unique proposition to address a chronic issue of Railways/government/PSUs is short listed based on its technical presentation, shall give an undertaking through a self endorsed commitment to meet all the requirements as per Indian regulations by establishing / Activating an Indian entity within the legal frame work and within the corporate structure of the Indian Companies Law.</p> <p>3.2.4 In case an International bidder of expression of Interest by virtue of its technological uniqueness and potential stands out from the rest of the EOI's thus received, shall be considered on the basis of its merit and also the undertaking as in clause</p> <p>3.2.2 as above shall be considered sufficient to progress it to next formulation of a proper agreement between the two parties.</p> |
| 3 | Clause 2 of Annexure-A/ Page 30 | <p>Consortium: Consortium is allowed in Open Category only. A consortium may comprise of any of the entity mentioned above and there can be maximum three number of members in a consortium. Only one offer shall be accepted from any organization, for similar kind or product/ service. A consortium agreement and undertaking has to be attached with the EOI documents (ANNEXURE-E). The consortium members can form a JV or a new business entity to implement the service in the post EOI stage but before execution of agreement with RailTel. However, if any member of the Consortium quits the consortium during the service implementation phase, the Lead bidder shall be responsible to continue the service for the duration of the agreement with the Competent Authority (RailTel). The remaining member may be allowed to induct a new member under intimation to the Competent Authority (RailTel) for the duration of the service. However, at all times, the consortium should meet the eligibility criteria laid in this EoI. No consortium is allowed in 'Start Up / Incubate Category'.</p> |

| | | |
|---|--|---|
| 4 | Clause 2.2.5 of Annexure C/ Page 40 | <p>EBG of Rs 2,00,000/- (Rupees Two Lakhs) and service specific PBG on service to service basis shall be submitted by the DSP to RailTel as per clause 14.4 of the EOI. DSP / PARTNER may have back-end relationship with other specialized entities for providing necessary equipment / services / solutions. These relationships shall not have any liability on RailTel and RailTel shall, in no way, be a party to it and should be indemnified.</p> <p>The already submitted EBG will be counted towards the Performance Bank Guarantee (PBG) value required to be submitted by DSP. Therefore, the amount of EBG will be deducted from the PBG value and the DSP will be required to submit PBG of difference amount only.</p> |
| 5 | Clause 14.11 (b) /Page 28 | <p>Without prejudice to the provisions hereof, in the event of any dispute, difference, conflict or question arising between the parties hereto relating to or concerning or arising out of this agreement, the same shall be referred to arbitration, which shall be held in New Delhi. The arbitration proceedings shall be in accordance with the provision of the arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. Arbitrator shall be appointed by both the parties mutually. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in the English language. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides</p> |
| 6 | Clause 8.1 of Annexure C/ Page 44 | <p>Agreement shall remain in force initially for a period of Three(03) years on non-exclusive basis from the date of signing the agreement and can be extended further with mutual consent. This agreement shall be valid for its full term unless revoked as per the clauses and mechanism defined in this Agreement. RailTel reserves the right to enter in agreement with other partners also except in respect of services which have already been made operational with the DSP.</p> |
| 7 | New clause with Clause no. 3.1.5 of Annexure C | <p>New Clause is Added as below:</p> <p>In case, RailTel has a requirement to consume the services internally, then whenever more than one DSP is providing an equivalent service, price discovery will be made among them. In case service is provided by only one DSP then price discovery will be made by a nominated committee which will evaluate the cost of delivering the service and/or market reference available for similar services. In case the service is unique with no precedence and reference, then cost of service will be determined by evaluating the elements in the cost inputs.</p> |

All other terms and conditions, and dates of EoI will remain unchanged.

(K. Manohar Raja)
Executive Director/ EB

RAILTEL CORPORATION OF INDIA LTD.

(A Govt. of India Enterprise)

Plot No. 143, Institutional Area, Opposite-Gold Souk, Sector-44, Gurgaon-122003

No. RailTel/EOI/MKTG/2019-20/DSP/493

Date : 30.09.2019

Corrigendum-IV

Subject: "Expression of Interest (EOI) for Empanelment of Digital Service Partner (DSP) to provide innovative ICT solutions hosted in RailTel's State of art Data Centre & PAN India NLD/Broadband Network platform to provide unique Services & Solutions to Government and Public Sector in terms of improving productivity, Citizen Services, Healthcare, Education Services and Railway related services etc."

References:

- (i) EOI No. RailTel/EOI/MKTG/2019-20/DSP/493 dt. 29th July 2019
- (ii) Prebid Meeting held on 14.08.2019
- (iii) Corrigendum-I dt. 29.08.2019
- (iv) Corrigendum-II dt. 20.09.2019
- (v) Corrigendum- III dt. 24.09.2019

The Last date of submission of response to EOI has been extended up to 15:00 Hrs. of 14.10.2019. The bids will be opened at 15:30 Hrs. of 14.10.2019.

All other terms and conditions of EoI will remain unchanged.

For Executive Director/ EB

Manish
30.09.2019

**Deputy General Manager/ Marketing
(Manish Gupta)**

RAILTEL CORPORATION OF INDIA LTD.

(A Govt. of India Enterprise)

Plot No. 143, Institutional Area, Opposite-Gold Souk, Sector-44, Gurgaon-122003

No. RailTel/EOI/MKTG/2019-20/DSP/493

Date : 12.10.2019

Corrigendum-V

Subject: “Expression of Interest (EOI) for Empanelment of Digital Service Partner (DSP) to provide innovative ICT solutions hosted in RailTel’s State of art Data Centre & PAN India NLD/Broadband Network platform to provide unique Services & Solutions to Government and Public Sector in terms of improving productivity, Citizen Services, Healthcare, Education Services and Railway related services etc.”

References:

- (i) EOI No. RailTel/EOI/MKTG/2019-20/DSP/493 dt. 29th July 2019
- (ii) Prebid Meeting held on 14.08.2019
- (iii) Corrigendum-I dt. 29.08.2019
- (iv) Corrigendum-II dt. 20.09.2019
- (v) Corrigendum- III dt. 24.09.2019
- (vi) Corrigendum- IV dt. 30.09.2019

The Last date of submission of response to EOI has been extended up to 15:00 Hrs. of 21.10.2019. The bids will be opened at 15:30 Hrs. of 21.10.2019.

All other terms and conditions of EoI will remain unchanged.

**Executive Director/ EB
(K. Manohar Raja)**

Pre Bid Clarifications dt. 05.09.2019

EOI No. RailTel/EOI/MKTG/2019-20/DSP/493 dt. 29th July 2019

Date of Pre Bid Meeting: 14.08.2019

Venue: RailTel Corporate Office , Gurgaon

| S. No. | Clause No. | Page No. | Clause Description | Query | RailTel's Remarks/ Clarifications |
|---|--|----------|---|---|---|
| A | | | | | |
| Queries by M/s Makeip | | | | | |
| A1 | Clause 2 of Annexure A | 30 | Consortium: Consortium is allowed in Open Category only. A consortium may comprise of any of the entity mentioned above and there can be a maximum of 2 members in a consortium. Only one offer shall be accepted from one organization. A consortium agreement and undertaking has to be attached with the EOI documents (ANNEXURE-E). The consortium members can form a JV or a new business entity to implement the service in the post EOI stage but before execution of agreement with RailTel. However, if any member of the Consortium quits the consortium during the service implementation phase, the Lead bidder shall be responsible to continue the service for the duration of the agreement with the Competent Authority (RailTel). The remaining member may be allowed to induct a new member under intimation to the Competent Authority (RailTel) for the duration of the service. However, at all times, the consortium should meet the eligibility criteria laid in this EoI. No consortium is allowed in 'Start Up / Incubate Category'. | We request the amendment to the line ' Only one offer shall be accepted from one organization'. Request your consideration for changing this line to 'only one offer shall be accepted from the lead bidder' in order to achieve the below objective As scenario of bidding may be such that lead bidder will be one. But second member may be common with multiple OEMs expertise go to market expertise to build the business. This will help multiple OEMs to use the market expertise of one company who will be acting as second member in multiple consortium. | A suitable modification has been done in the EoI clause. May kindly refer Corrigendum III |
| A2 | New Clause Request | | | Request you to consider a system where a mature and proven product can be given a preference and accordingly given price preference for short listing. | Evaluation process is already defined. Kindly refer Annexure- B of EoI. |
| A2.1 | New Clause Request | | | a. You may device a point system by including some of the below points and more, i. Stable product with more features and shown working in the POC at Railtel. ii. Proven product with existing installed base. iii. Product giving flexibility to Railtel to OEM its product under Railtel brand name. | Evaluation process is already defined. Kindly refer Annexure- B of EoI. |
| A2.2 | New Clause Request | | | b. Product with more points can be given price benefit under a defined formulae as prescribed by Railtel. | Evaluation process is already defined. Kindly refer Annexure- B of EoI. |
| A2.3 | New Clause Request | | | In case of DSP getting business to Railtel, we request you to give the exclusivity or clear preference to DSP for giving back to back business.. This is required, as lot of investment will go into getting the business. | Kindly refer Clause 3.1.1 of Annexure- C which gives "first right of refusal". |
| B | | | | | |
| Queries by M/s STARMASS | | | | | |
| B1 | | | | Request for allowing foreign companies to participate in EoI | |
| C | | | | | |
| Queries by NxtGen Datacenter & Cloud Technologies Pvt. Ltd | | | | | |
| C1 | S.No. 3 of Table under para 3c of Annexure-A | 31 | Pre-Qualification Criteria: The DSP should have Cumulative turnover of at least INR 5 Crores in last 3 years in India as per the standalone financial statements. Documentary Evidence Required in Open Category: Copy of audited relevant financial statements for the entity or its global entity for the last 3 years. Documentary Evidence Required in Start Up / Incubate Category: | We can provide a certificate signed by a signatory authority. Please confirm. | EOI clause is clear and may be complied. |

| | | | | | |
|------|--|-------|---|--|--|
| | | | No Turnover Requirement. However, registration certificate as per DIPP notification / issued by DST-IC is to be enclosed | | |
| C2 | S.No. 4 of Table under para 3c of Annexure-A | 32 | <p>Pre-Qualification Criteria: The DSP must have profitable operations in India for at least 2 of the last 3 years preceding the date of submission of EoI.</p> <p>Documentary Evidence Required in Open Category: Copy of audited profit and loss statement for the entity or its global entity for last 3 years.</p> <p>Documentary Evidence Required in Start Up / Incubate Category: Not Applicable</p> | We can provide a certificate signed by a signatory authority. Please confirm. | EoI clause is clear and may be complied. |
| C3 | Clause 2 of Annexure A | 30 | Consortium: Consortium is allowed in Open Category only. A consortium may comprise of any of the entity mentioned above and there can be a maximum of 2 members in a consortium. Only one offer shall be accepted from one organization. A consortium agreement and undertaking has to be attached with the EOI documents (ANNEXURE-E). The consortium members can form a JV or a new business entity to implement the service in the post EOI stage but before execution of agreement with RailTel. However, if any member of the Consortium quits the consortium during the service implementation phase, the Lead bidder shall be responsible to continue the service for the duration of the agreement with the Competent Authority (RailTel). The remaining member may be allowed to induct a new member under intimation to the Competent Authority (RailTel) for the duration of the service. However, at all times, the consortium should meet the eligibility criteria laid in this EoI. No consortium is allowed in 'Start Up / Incubate Category'. | Regarding Consortium: Will DSP be allowed to partner with different partners for different services? | A suitable modification has been done in the EoI clause. May kindly refer Corrigendum III |
| C4 | Clause 2.2 of Annexure C | 40 | 2.2. ROLES AND RESPONSIBILITY OF THE EMPANELLED DSP: The successful bidder has to provide as under | | |
| | | | 2.2.6. Hold monthly Coordination Committee meetings with the Nodal Officer of the Department and update on progress of the work and transfer all data to the Nodal Officer. | What data is intended to be transferred to Nodal officer? this is contrary to term 13.2 wherein if the Content is categorized as confidential information shall always remain the property of the owner. | This clause pertains to the work status and related information thereof. |
| | | | 2.2.9. The DSP shall be responsible for obtaining the copyrights/IPRs at its own costs, for the entire content of various types provided | The content for CDN and Cloud Services is not in control of DSP thus respective copywriter will be applicable. | The Clause is related to Copy rights/IPR of the offered services by DSP. |
| C5 | Clause 2.3 of Annexure C | 40-41 | <p>2.3. ROLES AND RESPONSIBILITY OF RailTel: RailTel shall provide all support and enforcement to help execution of the service for the period of contract and all approvals etc as may be required for execution of the said service. This shall include but not limited to the following:</p> <p>2.3.4.1. RailTel Data Centre for hosting Data Centre Managed Services at discounted rates of such facility. Empanelled DSP need to comply with the terms and conditions of the Data Centre Policy of RailTel.</p> | <p>> IS this Optional, the DSP may have their own platforms running at DSP's datacenter facilities, can that be leverages independently or jointly with RailTel Datacenter.</p> <p>> What are the SLAs provided by RailTel for hosting the solutions in their Datacenters?</p> <p>> Will RailTel provide required legal and regulatory clearance from respective govt agencies to DSP as Data Custodian and right of access for collection, processing and storage of data?</p> | RailTel encourage to use RailTel's Data Centre for hosting the DSP services. The SLA will be discussed with the successful DSP. Regarding responsibility towards legal and regulatory clearance, the discussion will be held with successful empanelled DSP based on the offered serviced. |
| C6 | Clause 3. of Annexure C | 41 | <p>3. SERVICE EXECUTION MODE</p> <p>3.1. The Digital Service Partner (DSP) will develop business in consultation with RailTel. After developing business, the deal can be converted into firm orders, normally in the following ways:</p> | <p>Will there be exclusivity of DSPs for specified categories? This section is bit confusing, RailTel may have multiple DSPs offering the same service as per point #3.1.1 / 3.1.2 and 3.2.1 thus return on the DSP investment for offering that service solely on the RailTel DC might be at risk of losing out on revenue generation opportunities.</p> | There may be multiple DSP in each vertical. |
| C7 | Clause 5.1 of Annexure C | 43 | Gestation period of 12 months shall be given to the DSP after the date of issue of Empanelment Letter and signing the agreement for business generation and within this period at least Business Work order of ₹ 01 Crore for Open Category and ₹25 Lakhs for Start-Up Category has to be acquired by the efforts of DSP. | Will RailTel offer exclusivity to DSP service to make this possible as joint effort. | There may be multiple DSP in each vertical. |
| C8 | Clause 6.1 of Annexure C | 44 | <p>6. CUSTOMER COMPLAINT RESOLUTION</p> <p>6.1. That this shall be as per the Service Level Agreement for specific contracts that become operational and as per the roles and responsibilities of the RailTel&DSP.</p> | Need to have a RACI matrix between RailTel and DSP for underlying Non-IT infra and connectivity. | Will be discussed with successful DSP. |
| C9 | Clause 10 of Annexure C | 44 | EXIT CLAUSE | | |
| C9.1 | Clause 10.1 of Annexure C | 44 | The DSP may exit from this business or prematurely revoke this agreement by giving Six (06) months written notice to RailTel after one year lock in period. Similarly, RailTel can also exit prematurely from this agreement after giving Six(06)months written notice to Partner after one year lock in period. This shall be done without any claim of liability on each other. | What will be the impact on long term customer contracts, whom will DSP provide the transition of services? | This is part of clause 10 and may be read along with full Clause No. 10 |

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| C9.2 | Clause 10.2 of Annexure C | 44 | 10.2. Exit Option Exercised By DSP: 10.2.1. In case any service is already operational and RailTel wants to acquire the assets and want to continue with the service then in such case RailTel may acquire the asset created by the DSP for delivery of service, on mutually agreed market value or depreciated value whichever is lower, and RailTel will have the first right of acceptance/refusal. | How will the market value of the IP associated with services offered will be determined? | This is part of clause 10 and may be read along with full Clause No. 10 |
| C10 | Clause 2.2.5 of Annexure C | 40 | EBG of Rs 2,00,000/- (Rupees Two Lakhs) and service specific PBG on service to service basis shall be submitted by the DSP to RailTel as per clause 14.3 of the EOI. DSP / PARTNER may have back-end relationship with other specialized entities for providing necessary equipment / services / solutions. These relationships shall not have any liability on RailTel and RailTel shall, in no way, be a party to it and should be indemnified. | Does this mean that DSP has to provide PBG for each and every service separately. Clause is not clear .Kindly elaborate. | A suitable modification has been done in the EoI clause. May kindly refer Corrigendum III |
| C11 | Clause 3.1.1 of Annexure C | 41 | ON NOMINATION BASIS TO RAILTEL BASED ON EFFORTS OF DSP: In such cases, normally initially the budgeted quote is required to be given. The same will be given to customers by taking the budgeted quote from the concerned DSP. The RailTel may moderate (increase / decrease) the price quoted based on their own experience (if any). Once business is received by RailTel on nomination basis through any DSP, then price discovery will be done by calling the rates from the empanelled DSP's. In case the DSP through whom the business has been secured is not the L1 bidder for select or all the items, then first right of refusal by "Counter Offer" will be given to that DSP through whom the business has been secured for matching the L1 price for that select or all the items. In case the DSP accepts it then the service will be awarded to him, otherwise the service will be given to the actual L1 bidder | We wish to recommend that in case Nomination case is received , then the L1 route should not be exercised by RailTel and it should allow the rates as is . | EOI clause is clear and may be complied. |
| C12 | Clause 14.3 | 24 | 14.3 Escrow Account: In case the services rendered to the customer involve any software service, then source code of the software needs to be shared with RailTel through an Escrow Account. However, the requirement of Escrow Account will be on case to case on mutual discussion basis and as per arrangements/requirement of the customer. | We would like to know that in case of analytics, where the source code is proprietary. We would recommend to amend or drop the clause. | Eoi clause is clear and need to be complied. |
| C13 | Clause 1.5 of Annexure C | 39 | The DSP shall not transfer its rights and obligations under this agreement to any other party. In case of a merger of amalgamation of DSP or RailTel with any other entity, the rights and obligations under this agreement will stand transferred to the merged entity. | Is the DSP is allowed to partner with different partners for different services. | The Query is not relevant to this clause. Kindly refer Consortium clause No. 2 of Annexure A of EOI. |
| D | Queries by Tata Consultancy Services | | | | |
| D1 | Clause 12 | 23 | AGREEMENT: An agreement would be executed simultaneously to ensure successful working of the system between the RailTel and the bidder / consortium selected to implement the system that would also define the terms and conditions for completion of the service in a time-bound manner. In the event that any provision of the agreement is rendered invalid or unenforceable by any law or regulation or declared null and void by any Court of Competent Jurisdiction, that shall be reformed, if possible to conform to law and if reformation is not possible, that part of the Agreement shall be amended/deleted, the remainder of the provisions of the agreement shall remain in full force and effect. That this contract and the agreement shall endure irrespective of change of constitution of the implementing agency or any amendment to the act / rules / regulations / bye laws hereafter made and shall have an arbitration clause in the agreement. That the EOI document and outcomes of all negotiations with the selected bidder shall form a part of the agreement. Amendments / additions may also be necessitated on account of Evaluation Committee deliberations. The contract shall be governed by and construed according to the laws in force in India and subject to exclusive jurisdiction of the Courts of Delhi only. i. Draft Agreement has been enclosed with the EOI documents as Annexure 'J' | Please amend as suggested: A# <u>mutually agreed</u> agreement would be executed simultaneously to ensure successful working of the system between the RailTel and the bidder / consortium selected to implement the system that would also define the terms and conditions for completion of the service in a time bound manner. In the event that any provision of the agreement is rendered invalid or unenforceable by any law or regulation or declared null and void by any Court of Competent Jurisdiction, that shall be reformed, if possible to conform to law and if reformation is not possible, that part of the Agreement shall be amended/deleted, the remainder of the provisions of the agreement shall remain in full force and effect. That this contract and the agreement shall endure irrespective of change of constitution of the implementing agency or any amendment to the act / rules / regulations / bye laws hereafter made and shall have an arbitration clause in the agreement. That the EOI document and outcomes of all negotiations with the selected bidder shall form a part of the agreement. Amendments / additions may also be necessitated on account of Evaluation Committee deliberations. The contract shall be governed by and construed according to the laws in force in India and subject to exclusive jurisdiction of the Courts of Delhi only. | EOI clause is clear and may be complied. |
| D2 | Clause 13 | 23 | 13. SIGNING OF THE AGREEMENT: i. The signing of agreement as per Annexure-J shall constitute the empanelment of bidder. Agreement will be signed only after submission of Empanelment Bank Guarantee (EBG) by the selected partner. ii. Upon the successful bidder furnishing Empanelment Bank Guarantee (EBG), RailTel shall discharge the EMD submitted by the firm. | Please amend as suggested: i. The signing of <u>a mutually agreed</u> agreement as per Annexure-J shall constitute the empanelment of bidder. Agreement will be signed only after submission of Empanelment Bank Guarantee (EBG) by the selected partner. ii. Upon the successful bidder furnishing Empanelment Bank Guarantee (EBG), RailTel shall discharge the EMD submitted by the firm. | EOI clause is clear and may be complied. |

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| D3 | Clause 14 | 24 | <p>14.1 PATENT RIGHTS: The DSP shall indemnify the RailTel against all third-party claims/actions of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in service delivery by the DSP.</p> <p>14.2 INDEMNITY: The DSP shall indemnify, defend and hold RailTel harmless from and against any losses, costs, expenses, damages of whatsoever nature which may be incurred or suffered by RailTel which arises out of or as a result from any breach of contract, warranty, tort (including negligence) or otherwise of DSP's obligation or agreement contained herein.</p> <p>14.3 Escrow Account: In case the services rendered to the customer involve any software service, then source code of the software needs to be shared with RailTel through an Escrow Account. However, the requirement of Escrow Account will be on case to case on mutual discussion basis and as per arrangements/requirement of the customer.</p> | <p>Please amend as suggested:</p> <p>14.1 PATENT RIGHTS: The DSP shall indemnify the RailTel against all third-party claims/actions of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in service delivery by the DSP.</p> <p>14.2 INDEMNITY: The DSP shall indemnify, defend and hold RailTel harmless from and against any losses, costs, expenses, damages of whatsoever nature which may be incurred or suffered by RailTel which arises out of or as a result from any breach of contract, warranty, tort (including negligence) or otherwise of DSP's obligation or agreement contained herein. DSP shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) DSP's compliance with RAILTEL's specific technical designs or instructions; (ii) inclusion in a Deliverable of any content or other materials provided by RAILTEL and the infringement relates to or arises from such RAILTEL provided material; (iii) modification of a Deliverable after delivery by DSP to RAILTEL if such modification was not made by or on behalf of the DSP; or (iv) use of the Deliverable in combination with products not provided by DSP or otherwise not contemplated in the applicable specifications or documentation. Additional Obligation of DSP. In the event that RAILTEL is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which DSP is required to indemnify RAILTEL under Section . DSP, may at its own expense and option: (i) procure for RAILTEL the right to continue using such Deliverable; (ii) modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance; or (iii) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing. If none of the above alternatives are reasonably available, DSP shall refund the fees paid by RAILTEL for the infringing Deliverable and RAILTEL shall cease using such Deliverable. Additional Provisions for Indemnification A party shall not be entitled to seek any indemnification from the other party unless such party provides the other party with (i) prompt written notice of any claim, demand or action for which such party is seeking or may seek indemnification hereunder and gives the indemnifying party the right to control the defense; (ii) reasonably cooperate with the indemnifying party in assisting the defense of the claim and in the negotiations or settlements of any such claim, demand or action; and (iii) allow the other party, at its own expense, to participate in such litigation, negotiations and settlements with counsel of its own choosing. The indemnifying party shall not have the right to settle any claim if such settlement contains a stipulation to, or an admission or acknowledgement of, any wrongdoing (whether in tort or otherwise) on the part of the indemnified party. All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any DSP's proprietary products or components thereof any development carried out by DSP thereto in the course of providing services hereunder, including customisation, enhancement, interface development etc. shall remain the exclusive property of DSP and RailTel shall not acquire any right title or interest of any nature therein except to the extent provided herein. DSP shall however grant in favour of RailTel the right and non exclusive, non transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder. The foregoing license does not authorizes RailTel to (a) separate DSP pre-existing IP from the deliverable/software in which they are incorporated for creating a stand alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the DSP pre-existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the DSP in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the DSP pre-existing IP. All the Intellectual Property Rights (IPR) in the third party software used in providing services</p> | EOI clause is clear and may be complied. |
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| | | | | <p><u>including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ DSP's licensor and RailTel shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.</u></p> <p>14.3 Escrow Account:</p> <p>In case the services rendered to the customer involve any software service, then source code of the software needs to be shared with RailTel through an Escrow Account. However, the requirement of Escrow Account will be on case to case on mutual discussion basis and as per arrangements/requirement of the customer.</p> | |
| D4 | Clause 14 | 25 | <p>14.4 BANK GUARANTEE:</p> <p>f) In case there are more than one work with DSP and in case DSP fails to perform its obligations or unsatisfactory performance and /or withdraws service midway from any of the work awarded, then PBG of works awarded to DSP will be encashed. Further it is clarified that generally PBG will be encashed of the work in default only. However, EBG/ other PBG available may be encashed if loss of the work is not indemnified and a partner may liable to be delisted from Digital Service Partner (DSP) empanelled list</p> | <p>Please ammend as suggested:</p> <p>14.4 BANK GUARANTEE:</p> <p>f) In case there are more than one work with DSP and in case DSP fails to perform its obligations or unsatisfactory performance and /or withdraws service midway from any of the work awarded, then PBG of works awarded to DSP will be encashed. Further it is clarified that generally PBG will be encashed of the work in default only. However, EBG/ other PBG available may be encashed if loss of the work is not indemnified and a partner may liable to be delisted from Digital Service Partner (DSP) empanelled list.</p> | EOI clause is clear and may be complied. |
| D5 | Clause 14 | 25-26 | <p>14.7 FORCE MAJEURE:</p> <p>a) If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the RailTel as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.</p> <p>b) Provided also that if the contract is terminated under this clause, the RailTel shall be at liberty to take over from the DSP at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacturer in possession of the DSP at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials / bought out components and stores as the contractor may with concurrence of the purchaser elect to retain.</p> | <p>Please amend as suggested:</p> <p>14.7 FORCE MAJEURE:</p> <p>a) If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the RailTel as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 6030 days either party may, at its option terminate the contract.</p> <p>b) Provided also that if the contract is terminated under this clause, the RailTel shall be at liberty to take over from the DSP at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacturer in possession of the DSP at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials / bought out components and stores as the contractor may with concurrence of the purchaser elect to retain.</p> | EOI clause is clear and may be complied. |
| D6 | Clause 14 | 26-27 | <p>14.8 TERMINATION FOR DEFAULT:</p> <p>b) Gestation period of 12 months shall be given to the DSP after the date of issue of Empanelment Letter and signing the agreement for business generation and within this period at least Business Work order of ₹ 01 Crore for Open Category and ₹25 Lakhs for Start-Up Category has to be acquired by the efforts of DSP.</p> <p>i. If the selected DSP fails to generate even one lead of this volume, the DSP shall be given another grace period of additional 3 months to acquire service(s) of at least 1 crore (Open Category)/ ₹25 Lakh (Start-Up category)value. If the DSP fails to deliver even in the extended grace period then the empanelment shall stand terminated without any further notice. In addition to the requirement of generation of business by the efforts of DSP in the gestation period, a DSP partner has to ensure business engagement with RailTel and if the DSP has no service engagement for a period of six months (after successful completion of gestation period) during tenure of the empanelment, RailTel may delist the DSP from the Empanelment list, without any further notice as soon as twelve months non-engagement period completes.”</p> <p>ii. Post the acquisition, DSP should successfully execute the work and payments</p> | <p>Please amend as suggested:</p> <p>14.8 TERMINATION FOR DEFAULT:</p> <p>b) Gestation period of 12 months shall be given to the DSP after the date of issue of Empanelment Letter and signing the agreement for business generation and within this period at least Business Work order of ₹ 01 Crore for Open Category and ₹25 Lakhs for Start-Up Category has to be acquired by the efforts of DSP.</p> <p>i. If the selected DSP fails to generate even one lead of this volume, the DSP shall be given another grace period of additional 3 months to acquire service(s) of at least 1 crore (Open Category)/ ₹25 Lakh (Start-Up category)value. If the DSP fails to deliver even in the extended grace period then the empanelment shall stand terminated without any further notice. In addition to the requirement of generation of business by the efforts of DSP in the gestation period, a DSP partner has to ensure business engagement with RailTel and if the DSP has no service engagement for a period of six months (after successful completion of gestation period) during tenure of the empanelment, RailTel may delist the DSP from the Empanelment list, without any further notice as soon as twelve months</p> | EOI clause is clear and may be complied. |

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| | | | <p>shall be realized within the stipulated time frame as mentioned in the contract with the client and Non-compliance shall lead to termination of the empanelment.</p> <p>c) Upon occurrence of any of the defaults, the RailTel would follow the procedures of issuing time bound Notice/Show Cause before deciding on termination of the agreement. The decision of the RailTel shall be final and binding on the Bidder.</p> <p>d) In such case the RailTel shall intimate the selected bidder in writing about all issues where performance is below the expected level or is not satisfactory and the selected bidder shall be given 90 days to rectify the same. Failure to rectify the same shall result in termination of the contract.</p> <p>e) The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations or failure by RailTel to meet conditions precedent.</p> | <p>non-engagement period completes.”</p> <p>ii. Post the acquisition, DSP should successfully execute the work and payments shall be realized within the stipulated time frame as mentioned in the contract with the client and Non-compliance shall lead to termination of the empanelment.</p> <p>c) Upon occurrence of any of the defaults, the RailTel would follow the procedures of issuing time bound Notice/Show Cause before deciding on termination of the agreement. The decision of the RailTel shall be final and binding on the Bidder.</p> <p>d) In such case the RailTel shall intimate the selected bidder in writing about all issues where performance is below the expected level or is not satisfactory <u>agreed level</u> and the selected bidder shall be given 90 days to rectify the same. Failure to rectify the same shall result in termination of the contract.</p> <p>e) The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations or failure by RailTel to meet conditions precedent.</p> | |
| D7 | Clause 14 | 28 | <p>14.11 ARBITRATION:</p> <p>a) The parties shall attempt to resolve through good faith and consultation in their behalf, disputes arising in connection with this agreement, and such consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.</p> <p>b) Without prejudice to the provisions hereof, in the event of any dispute, difference, conflict or question arising between the parties hereto relating to or concerning or arising out of this agreement, the same shall be referred to arbitration, which shall be held in New Delhi. The arbitration proceedings shall be in accordance with the provision of the arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. Arbitrator shall be appointed by CMD/RailTel. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in the English language. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides.</p> | <p>Please amend as suggested:</p> <p>14.11 ARBITRATION</p> <p>a) The parties shall attempt to resolve through good faith and consultation in their behalf, disputes arising in connection with this agreement, and such consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.</p> <p>b) Without prejudice to the provisions hereof, in the event of any dispute, difference, conflict or question arising between the parties hereto relating to or concerning or arising out of this agreement, the same shall be referred to arbitration, which shall be held in New Delhi. The arbitration proceedings shall be in accordance with the provision of the arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. Arbitrator shall be appointed by CMD/RailTel <u>parties mutually</u>. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in the English language. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides.</p> | Suitable amendment has been done in the clause. May kindly refer Corrigendum-III |
| D8 | Clause 10 of Annexure C | 45 | <p>10.3.1 In cases where RailTel has exercised the exit option, the assets created by the DSP will be of the DSP and they will be free to use it any fashion as deemed fit. However, the services of existing customers will be decided based on agreement terms and conditions</p> <p>10.4. After exit from the agreement as a result of being empanelled under this EOI:</p> <p>10.4.1. Neither party shall represent the other party in any of its dealings.</p> <p>10.4.2. Neither party shall intentionally or otherwise commit any act (s) as would make a third party to believe that the other party is still the former Party's service provider; as the case may be.</p> <p>10.4.3. The expiration or termination of the agreement for any reason whatsoever shall not affect any obligation of either party having accrued under this agreement prior to the expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the agreement.</p> | <p>Please ammend as suggested:</p> <p>10.3.1 In cases where RailTel has exercised the exit option, the assets created by the DSP will be of the DSP and they will be free to use it any fashion as deemed fit. However, the services of existing customers will be decided based on agreement terms and conditions.</p> <p>10.4. After exit from the agreement as a result of being empanelled under this EOI:</p> <p>10.4.1. Neither party shall represent the other party in any of its dealings.</p> <p>10.4.2. Neither party shall intentionally or otherwise commit any act (s) as would make a third party to believe that the other party is still the former Party's service provider; as the case may be.</p> <p>10.4.3. The expiration or termination of the agreement for any reason whatsoever shall not affect any obligation of either party having accrued under this agreement prior to the expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the agreement.</p> | EOI clause is clear and may be complied. |
| D9 | Clause 15 of Annexure C | 47 | <p>15 LIABILITY:</p> <p>15.1 Except as provided in this agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leased, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this agreement.</p> | <p>Please amend as suggested:</p> <p>15.1 Except as provided in this agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leased, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this agreement. <u>Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue, loss of data), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total cumulative liability of either party arising</u></p> | EOI clause is clear and may be complied. |

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| | | | | <p><u>from or relating to this Agreement shall not exceed the total amount paid to DSP by the RAILTEL in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose); provided, however, that this limitation shall not apply to any liability for damages arising from (a) willful misconduct or (b) indemnification against third party claims for infringement.</u></p> | |
| D10 | Annexure -H | 54 | <p>Ref: Date: To, Executive Director / Enterprise Business RailTel Enterprise Limited, 143,Sector-44, Gurugram-122003 REF: Expression of Interest for Empanelment of Digital Service Partner (DSP) Dear Sir, 1. I/We, the undersigned, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI along with subsequent related corrigenda issued and all the terms and conditions thereof. 2. We agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 90 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. 3. I/ We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the DSP for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals. 4. We have applied underCategory. 5. I/We have enclosed towards Empanelment Processing Fees a Bankers Cheque / Demand Draft No. dated drawn on for Rs/- (RupeesOnly) that is applicable to the category under which this EoI response has been submitted and enclosed with this letter. 6. I/We have also enclosed towards Earnest Money Deposit a Bankers Cheque/ Demand Draft No. dated drawn on for Rs 2,00,000 (Rupees Two Lakh Only) and been enclosed with this letter.(Not applicable for Startup organizations registered with DIPP/Incubatee Organizations registered with DST approved incubation centre/MSME organizations registered with NSIC.) 7. We undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document. 8. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement. 9. That Sh working in the capacity of on behalf of our Company / Consortium is hereby authorized to sign all EOI documents.</p> | <p>Please amend as suggested: Ref: Date: To, Executive Director / Enterprise Business RailTel Enterprise Limited, 143,Sector-44, Gurugram-122003 REF: Expression of Interest for Empanelment of Digital Service Partner (DSP) Dear Sir, 1. I/We, the undersigned, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI along with subsequent related corrigenda issued and all the terms and conditions thereof. 2. We agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals <u>and deviations</u>, for a period of 90 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations <u>including deviations</u>, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. 3. I/ We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the DSP for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals. 4. We have applied underCategory. 5. I/We have enclosed towards Empanelment Processing Fees a Bankers Cheque / Demand Draft No. dated drawn on for Rs/- (RupeesOnly) that is applicable to the category under which this EoI response has been submitted and enclosed with this letter. 6. I/We have also enclosed towards Earnest Money Deposit a Bankers Cheque/ Demand Draft No. dated drawn on for Rs 2,00,000 (Rupees Two Lakh Only) and been enclosed with this letter.(Not applicable for Startup organizations registered with DIPP/Incubatee Organizations registered with DST approved incubation centre/MSME organizations registered with NSIC.) 7. We undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document. 8. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement. 9. That Sh working in the capacity of on behalf of our Company / Consortium is hereby authorized to sign all EOI documents.</p> | EOI clause is clear and may be complied. |
| D11 | Annexure -I | 55-57 | <p>ANNEXURE - I PROFORMA FOR EMPANELMENT BANK GUARANTEE</p> | <p>Please amend as suggested: ANNEXURE - I PROFORMA FOR EMPANELMENT BANK GUARANTEE <u>This Bank Guarantee issued by _____ Bank, on behalf of the DSP in favor of RAILTEL is in respect of the Contract/agreement dated _____ . As communicated by DSP on the date of execution of this Bank Guarantee an amount of Rupees _____ (Rupees _____ only) is outstanding and payable to DSP by RAILTEL, in respect of pervious contracts between DSP and RAILTEL. As communicated by DSP on the date of execution of this Bank Guarantee, there are no outstanding disputes related to any pervious contracts between DSP and RAILTEL. Notwithstanding anything contained hereinabove: a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only) b) This Guarantee shall remain in force up to and including _____ (including claim period of three months) c) Unless the demand/claim under this guarantee is served upon us in writing before _____ all the rights of RAILTEL under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.</u></p> | EOI clause is clear and may be complied. |

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| D12 | Annexure-J | 58-59 | <p>This agreement is made at Delhi on the .../.../2018 for implementation of the work FOR IMPLEMENTAION OF SERVICES AS PER THE EXPRESSION OF INTEREST ENQUIRY NO. RailTel/.....DATED .../.../20119 - Expression of Interest for Empanelment of Digital Service Partner (DSP) RailTel Corporation of India Ltd. (CIN : _____), having its registered office at 6th Floor, Block – III, Delhi Technology Park, Shastri Park, Delhi – 110053 and corporate office at Plot no. 143, Institutional Area, Sectore-44 Gurgaon-122003) (hereinafter referred to as RailTel , which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators or permitted assignees) of the FIRST PARTY'. AND M/s(CIN : _____ as applicable)having office at(herein after called as ".....", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators or permitted assignees) of the SECOND PARTY. RailTel and being referred to individually as "PARTY", and jointly as "PARTIES". WHEREAS 1.In response to the EXPRESSION OF INTEREST ENQUIRY NO. RailTel/.....DATED .../.../2019 - Expression of Interest for Empanelment of Digital Service Partner and RailTel informed the SECOND PARTY through Letter of Empanelment vide letter no:..... Dated 2. That the SECOND PARTY has consented to implement the same vide acceptance letter Nodated 3. With this objective both the parties are desirous of recording their understanding, agreed terms and conditions of the EOI _____ dated _____by way of this agreement. 4. Pursuant to clause 12 of EOI No. RailTel/EOI/MKTG/2019-20/DSP/493 dated _____, an agreement was required to be entered between RailTel and _____ for successful working of the system. NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL PROMISES AND COVENANTS HEREINAFTER SET FORTH, "RailTel" AND "....." INTENDING TO BE LEGALLY BOUND HEREBY AGREE AS FOLLOWS. SALIENT FEATURES: 1. That the SECOND PARTY shall work with the FIRST PARTY and source / execute services 2. That both the PARTIES shall abide by the terms and conditions as per the EOI _____ dated _____annexed with this agreement, which shall form an integral part of the agreement. 3. That once any service becomes operational, then a separate service agreement shall be executed between the PARTIES which shall be the governing guidelines for deliverables related to that specific service.</p> | <p>Please amend as suggested: This agreement is made at Delhi on the .../.../2018 for implementation of the work FOR IMPLEMENTAION OF SERVICES AS PER THE EXPRESSION OF INTEREST ENQUIRY NO. RailTel/.....DATED .../.../20119 - Expression of Interest for Empanelment of Digital Service Partner (DSP) RailTel Corporation of India Ltd. (CIN : _____), having its registered office at 6th Floor, Block – III, Delhi Technology Park, Shastri Park, Delhi – 110053 and corporate office at Plot no. 143, Institutional Area, Sectore-44 Gurgaon-122003) (hereinafter referred to as RailTel , which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators or permitted assignees) of the FIRST PARTY'. AND M/s(CIN : _____ as applicable)having office at(herein after called as ".....", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators or permitted assignees) of the SECOND PARTY. RailTel and being referred to individually as "PARTY", and jointly as "PARTIES". WHEREAS 1.In response to the EXPRESSION OF INTEREST ENQUIRY NO. RailTel/.....DATED .../.../2019 - Expression of Interest for Empanelment of Digital Service Partner and RailTel informed the SECOND PARTY through Letter of Empanelment vide letter no:..... Dated 2. That the SECOND PARTY has consented to implement the same vide acceptance letter Nodated 3. With this objective both the parties are desirous of recording their understanding, agreed terms and conditions of the EOI _____ dated _____by way of this agreement. 4. Pursuant to clause 12 of EOI No. RailTel/EOI/MKTG/2019-20/DSP/493 dated _____, an agreement was required to be entered between RailTel and _____ for successful working of the system. NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL PROMISES AND COVENANTS HEREINAFTER SET FORTH, "RailTel" AND "....." INTENDING TO BE LEGALLY BOUND HEREBY AGREE AS FOLLOWS. SALIENT FEATURES: 1. That the SECOND PARTY shall work with the FIRST PARTY and source / execute services2. That both the PARTIES shall abide by the terms and conditions as per the EOI _____ dated _____annexed with this agreement, which shall form an integral part of the agreement subject to the deviations submitted vide our proposal dated _____. 3. That once any service becomes operational, then a separate service agreement shall be executed between the PARTIES which shall be the governing guidelines for deliverables related to that specific service.</p> | <p>EOI clause is clear an may be complied.</p> |
| D13 | Clause 3 a. of Annexure A | 30 | <p>3. Mandatory Criteria: a. Offers of only those bidders (the consortium members may meet the mandatory criteria jointly i.e. any one of the consortium members must have this average turnover) shall be shortlisted who have a minimum cumulative annual turnover of 5 Crores for the last three audited financial years. Copy of Income Tax returns as downloaded from Income Tax Website should be submitted in this regard. A certificate issued by CA(APPENDIX-F) has to be attached along with signed copy of Balance Sheet, Profit & Loss account and ITR for the same. In case the company has only two years ITR (Income Tax Returns), then the provisional balance sheet of the current financial year duly certified by Statutory Auditor of the DSP shall be accepted.</p> | <p>Please remove the requirement of submission of copy of ITR and CA Certificate. Bidder can submit the audited financial statement (Balance Sheet and Profit and loss statement) as a documentary evidence for the required annual turnover criteria.</p> | <p>EOI clause is clear amy may be complied.</p> |
| D14 | Clause 3 c (7) of Annexure A | 32 | <p>The DSP have provided Services Individually to enterprise/retail customers Telco /ISP for a period of at least 6 months. Documentary Evidence Required in Open Category: Attach work orders/Certificates specifying “completion” or “satisfactory work in progress” OR Reference Details on DSP’s letter head with contact details for reference.</p> | <p>As some of the projects are under NDA, so the Work Order copy and the customer contact details for the reference can not be provided. Please allow the Bidders to submit self certificate from the Authorised Signatory for the stated criteria.</p> | <p>EOI clause is clear and may be complied. However copy of Work order with price masked may be submitted.</p> |
| D15 | Clause 1 A(I) (a) of Annexure B | 33 | <p>a) Capability for Execution of Commercial Work Orders Documentary Evidence Required Commercial Work Order and Confirmation from client on letter head confirming deployment.</p> | <p>As some of the projects are under NDA, so the commercial Work Order copy for the reference can not be provided. Hence please allow the Bidders to submit self certificate from the Authorised Signatory for the stated criteria.</p> | <p>EOI clause is clear and may be complied. However copy of Work order with price masked may be submitted.</p> |

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| D16 | Clause 1 A(II) (c) of Annexure B | 34 | c) Experience in Deployment of Proposed Digital Services Documentary Evidence Required Commercial Work Order and Confirmation from client on letter head confirming deployment. | As some of the projects are under NDA, so the commercial Work Order copy for the reference can not be provided. Hence please allow the Bidders to submit self certificate from the Authorised Signatory for the stated criteria. | EOI clause is clear and may be complied. However copy of Work order with price masked may be submitted. |
| D17 | Clause 1 A(II) (d) of Annexure B | 34 | d) Maturity of proposed Services: The proposed solution working commercially Documentary Evidence Required Commercial Work Order and Confirmation from client on letter head confirming deployment. | As some of the projects are under NDA, so the commercial Work Order copy for the reference can not be provided. Hence please allow the Bidders to submit self certificate from the Authorised Signatory for the stated criteria. | EOI clause is clear and may be complied. However copy of Work order with price masked may be submitted. |
| D18 | SN- 6 , Part C of Annexure D | 49-50 | 6. Annual Turnover for last three years Documents to be attached in Annexure Balance sheet, Profit & Loss Account& ITR for the financial Years (a) 2016-17 (b) 2017-18 (c) 2018-19 It should be certified by the CA in letter head of the CA firm as per Annexure-F | Bidder can provide the Audited financial statement (Balance sheet and Profit and Loss Statement). Please remove the requirement of submission ITR and the certificate by the CA. | EOI clause is clear and may be complied. |
| D19 | Clause 9(ii) | 21 | ii. Wilful misrepresentation of any fact in the EOI will lead to the disqualification of the applicant without prejudice to other actions that the RailTel may take. The applicants shall be deemed to license, and grant all rights to RailTel, to reproduce the whole or any portion of their product/solution for the purpose of evaluation and to disclose and/ or use the contents of submission as the basis for EOI process. | Will it mean the end product will be shared with other stakeholders like competitors etc? | EOI clause is clear and may be complied. |
| D20 | Clause 1 of Annexure C | 39-40 | SCOPE OF WORK: (pl refer EoI for full clause) | Is Empanelment against one specific 'vertical' or is it for overall? If it is against one 'vertical' only, will vendor require multiple empanelment separately. | Bidder may propose more than one services falling in different verticals in their offer. However the evaluation will be done for each vertical separately as per EoI terms. |
| D21 | Clause 2 & 3 of Annexure C | 40-42 | 2. ROLES AND RESPONSIBILITIES 2.2. ROLES AND RESPONSIBILITY OF THE EMPANELLED DSP: 2.2.5. 2.2.5. EBG of Rs 2,00,000/- (Rupees Two Lakhs) and service specific PBG on service to service basis shall be submitted by the DSP to RailTel as per clause 14.3 of the EOI. DSP / PARTNER may have back-end relationship with other specialized entities for providing necessary equipment / services / solutions. These relationships shall not have any liability on RailTel and RailTel shall, in no way, be a party to it and should be indemnified. 3. SERVICE EXECUTION MODE: 3.2. Additional Notes: 3.2.6. No part of the contract nor any share or interest therein shall, in any manner or degree, be transferred, assigned or sub-let by the seller directly or indirectly to any person, firm or corporation whatsoever without the consent of RailTel in writing. | Can DSP get into sub-contracting / sub-letting with third parties/non-empanelled entities on its own for any/some part of services? (These listed sections may be referred here) | EOI clause is clear and may be complied. |
| D22 | Clause 3 of Annexure C | 41-42 | SERVICE EXECUTION MODE: (pl refer EoI for full clause) | What will be the revenue sharing model? Are there any guidelines in this direction? Is it envisaged or not? If 'yes', what it is either of the 'execution mode' as listed in sec 3.1.1, 3.1.2 or 3.1.3 or 3.1.4 | The revenue share will be discussed with empanelled DSP and will be mutually agreed. |
| D23 | Clause 4 of Annexure C | 42-43 | 4. EXCLUSIVITY/BASIC PRINCIPLES FOR FUTURE ADAPTATIONS 4.2. The initial period of empanelment under this EOI is Three (03) years, unless terminated earlier, and it can be extended on mutual terms and conditions. | If services are 'ON' with DSP as part of empanelment, does DSP need to empanel again with same process beyond mentioned limit of 3 years for empanelment? | It is already mentioned that the period of empanelment may be extended on mutual agreement. |
| D24 | | | General | Should provide a list of acronyms used in EOI | Wherever it is required, it is already provided. |
| D25 | Para 3 of SCHEDULE OF EVENTS | 5 | Earnest Money Deposit (EMD) to be submitted along with EOI Rs. 2,00,000/- (Rupees Two Lakhs only) in the form of Demand Draft (DD) drawn on any scheduled bank in favor of RailTel Corporation of India Limited. payable at New Delhi. No EMD is required for applying under Start Up Category. Start Up Category includes Start Up Organizations registered with DIPP / Incubatee | Please allow bidder to submit EMD in the form of a bank guarantee. | EOI clause is clear any may be complied. |

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| D26 | Para 3 of SCHEDULE OF EVENTS | 5 | registered with DST approved Incubation Centre / MSME Organizations registered with NSIC. It will be the responsibility of the organization to submit documentary evidence to avail EMD exemption. The registration certificate or relevant documents should be valid as on opening date of EoI. EMD of unsuccessful participants will be returned to the authorised representative of the organization. | Please clarify on the validity period of the EMD. | Normally the DDs issued by any bank is valid for three months. |
| D27 | Clause 2.4 | 13-14 | Indicative Verticals: It is expected that Digital Service Partner(DSP) will work with RailTel to acquire new businesses at DSP's own cost and will make investments to execute such services on revenue sharing basis. RailTel is also open to the idea of utilizing the infrastructure of RailTel to rollout such services. The following list is illustrative only and any services/vertical can be added / deleted to achieve the business objectives of the RailTel. (pl refer EoI for full clause) | We would not work on revenue sharing basis. We would require explicit approval from management before bidding. Please Clarify. | EOI clause is clear any may be complied. |
| D28 | Clause 9(i) | 21 | Terms & Conditions of EOI i. Submission of an EOI is evidence of an applicant's consent to comply with the terms and condition of Request for EOI process and subsequent bidding process. If an applicant fails to comply with any of the terms, its EOI may be rejected. | Please clarify. | EOI clause is clear any may be complied. |
| D29 | Clause 14.4 (f) | 25 | 14.4 BANK GUARANTEE: f) f) In case there are more than one work with DSP and in case DSP fails to perform its obligations or unsatisfactory performance and /or withdraws service midway from any of the work awarded, then PBG of works awarded to DSP will be encashed. Further it is clarified that generally PBG will be encashed of the work in default only. However, EBG/ other PBG available may be encashed if loss of the work is not indemnified and a partner may liable to be delisted from Digital Service Partner (DSP) empanelled list. | PBG should be encashed of the work in default only. EBG/ other PBG available will not be encashed. | EOI clause is clear and may be complied. |
| D30 | Clause 14.5 (a) | 25 | 14.5 PAYMENT TERMS: a) Normally, RailTel shall not make any financial investments in the services acquired through DSP. The Goto Market Strategy and pricing of services will be done jointly with the DSP once the price is discovered | Please Clarify. | EOI clause is clear and may be complied. |
| D31 | Clause 14.5 (b) | 25 | 14.5 PAYMENT TERMS: b) The Payments due to the DSP's will be on back to back basis: i Payment will be made only after receipt of amount from the Customer ii Payment will be made to the Partner within two weeks from the receipt of Invoice of the Partner iii All other arrangements between RailTel and DSP will be on back to back basis and should be mutually agreed before delivery of the services to the customer. | The bidder requests the following modification: i) The payment for the services delivered as per the contract have to be processed by RailTel immediately upon completion of the services and submission of invoice by the bidder. These shall not be back to back with the customer. ii) The terms and conditions like SLA, penalties etc between DSP and RailTel will be mutually discussed and agreed before signing the agreement and delivery of services to the customer. iii) In the event of delay in payment of undisputed amount beyond 30 days, bidder shall be entitled to a late payment interest of 2% per month of the total invoice value from the date of completion of 30 days after submission of invoice. | EOI clause is clear and may be complied. |
| D32 | Clause 14.5 | 25 | 14.5 PAYMENT TERMS: c) RailTel reserves the right to adjust any amount due to RailTel and payable by partner to RailTel from the any payments due from RailTel and the Performance Bank Guarantee to RailTel. | The bidder requests the deletion of this clause. | EOI clause is clear and may be complied. |
| D33 | Clause 14.7 (b) | 26 | 14.7 FORCE MAJEURE: b) Provided also that if the contract is terminated under this clause, the RailTel shall be at liberty to take over from the DSP at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacturer in possession of the DSP at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials / bought out components and stores as the contractor may with concurrence of the purchaser elect to retain. | The bidder requests the following modification: b) Provided also that if the contract is terminated under this clause, the RailTel shall be at liberty to take over from the DSP at a price mutually agreed between the parties, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacturer in possession of the DSP at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials / bought out components and stores as the contractor may with concurrence of the purchaser elect to retain. | EOI clause is clear and may be complied. |
| D34 | Clause 14.8 (a) (iii) | 26 | 14.8 TERMINATION FOR DEFAULT: a) iii If the DSP, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as the RailTel may authorize in writing) after receipt of the default notice from the RailTel. | The bidder would request the following modification: Where despite the issuance of a default notice to the DSP by the RailTel, the DSP materially fails to remedy the default as per the agreed milestone the RailTel may where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the RailTel; | EOI clause is clear and may be complied. |

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| | | | | provided such default is solely attributable by the DSP. Notwithstanding the above, DSP may terminate this Agreement for cause if RailTel materially breaches this Agreement, provided DSP gives RailTel notice of such breach and it remains uncured after 30 days following notice. If any amount due and payable by RailTel under the Agreement is more than 30 days overdue; and there is no dispute between RailTel and DSP in relation to that amount, DSP may issue to RailTel a notice that payment is overdue. If RailTel fails to pay DSP within 7 days after the date of such notice, DSP may by a further notice to RailTel terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made. In the event of this assignment being terminated, RailTel shall be liable to make payments of all the amount due under this assignment for which services have been rendered by DSP's Consultant's. Forthwith on the expiry or earlier termination of this agreement, each party shall, return to the other party all documents and materials, belonging to the other party with regard to this assignment, or shall at the option of the disclosing party destroy all documents or materials in connection with this assignment. | |
| D35 | Clause 14.8 (b) (i) | 26 | 14.8 TERMINATION FOR DEFAULT: b) Gestation period of 12 months shall be given to the DSP after the date of issue of Empanelment Letter and signing the agreement for business generation and within this period at least Business Work order of ₹ 01 Crore for Open Category and ₹25 Lakhs for Start-Up Category has to be acquired by the efforts of DSP. i. If the selected DSP fails to generate even one lead of this volume, the DSP shall be given another grace period of additional 3 months to acquire service(s) of at least 1 crore (Open Category)/ ₹25 Lakh (Start-Up category) value. If the DSP fails to deliver even in the extended grace period then the empanelment shall stand terminated without any further notice. In addition to the requirement of generation of business by the efforts of DSP in the gestation period, a DSP partner has to ensure business engagement with RailTel and if the DSP has no service engagement for a period of six months (after successful completion of gestation period) during tenure of the empanelment, RailTel may delist the DSP from the Empanelment list, without any further notice as soon as twelve months non-engagement period completes.” | TCS will be under no obligation to generate business for RailTel and this should not be grounds for default. We will no participate for empanelment under such conditions. Please Clarify. | EOI clause is clear and may be complied. |
| D36 | Clause 14.12 (e) | 28 | 14.12 SET OFF: e) Upto the point the final determination is arrived out by the Dispute Redressal Mechanism, RailTel may provisionally withheld the disputed amount, as it reasonably believes to be the liability of the DSP. | In the event that RailTel disputes, RailTel shall notify DSP reasons for disputing any amount within fifteen (15) days after receipt of applicable invoice, where upon Parties shall promptly seek to resolve the dispute by mutual discussion. If no dispute, substantiated in writing, is made by RailTel within a period of fifteen (15) days of having received that invoice about any inaccuracy or any defect in the invoice, each such invoice shall be deemed to have been accepted as correct by RailTel. Any such dispute shall not relieve RailTel from paying when due any undisputed portion of the invoice. Any invoice remaining unpaid after the aforesaid period of thirty days shall be treated as a debt owed by the RailTel to the DSP and the DSP shall be, without prejudice to any other remedies that it may have in this regard, entitled to recover it as such with a monthly interest of 2% calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, DSP also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by RailTel and any such withholding by the DSP shall not be treated as breach by it of the provisions of this Agreement. | EOI clause is clear and may be complied. |
| D37 | Para 1 (A) (III) (b) of Annexure B | 35 | III. Proposed Business Model: Open Category -20 Marks Parameter: b) Projected Business Commitment in first Two years Documentary Evidence Required: Self-declaration with supporting data. | We cannot commit revenue forecasts, committed revenue for RailTel etc. We will no particiapte for empanelment under such conditions. Please Clarify. | EOI clause is clear and may be complied. |

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| D38 | Para 1 (B) (III) (b) of Annexure B | 37 | IV. Solution Presentation (Maximum Marks: 30 for Open Category and Start Up Category) 4. RailTel would evaluate the commercial model based on the factors including: i) Projected revenue forecasts ii) Committed revenue for RailTel iii) Projected cost heads iv) Completeness of assumptions made for the commercial model v) Uniqueness and USP of the service vi) Social Impact | We cannot commit revenue forecasts, committed revenue for RailTel etc. We will not participate for empanelment under such conditions. Please Clarify. | EOI clause is clear and may be complied. |
| D39 | Para 1 (B) (IV) (3) of Annexure B | 38 | IV. Solution Presentation (Maximum Marks: 30 for Open Category and Start Up Category) 3. Commercial Model proposed by the DSP (i.e. Market Size, USP of Service, Current Market Price, Flexibility on proposed Selling price, revenue projections etc.) a) Bidder is required to share the revenue model that they propose for RailTel including the total projected revenues. b) The Bidder shall propose the functional model for financial payouts (Income distribution, transactions, collections and payouts, timelines etc.) c) Social Impact if any | We will not work on revenue sharing models. We will not participate for empanelment under such conditions. Please take explicit approval from management before engaging. Please Clarify. | EOI clause is clear and may be complied. |
| D40 | Clause 1.4 of Annexure C | 39 | DSP shall bear all costs/ expenses pertaining to all statutory permissions/clearance from the competent Government Agencies/ Statutory Bodies and other Local bodies for setting up/operating the proposed empanelled services. | All such costs/expenses to be part of our proposal. Please Clarify. | EOI clause is clear and may be complied. |
| D41 | Clause 1.3 of Annexure C | 39 | The SLA's (Service Level Agreements) as well as penalty will be on back to back basis. Adequate process of customer complaint resolution by the partner will be established on mutual discussions with RailTel. | The bidder requests the following modification: 1.3. The SLA's (Service Level Agreements) as well as penalty will be discussed and mutually agreed before signing of the every service contract. Adequate process of customer complaint resolution by the partner will be established on mutual discussions with RailTel. | EOI clause is clear and may be complied. |
| D42 | Clause 1.2 of Annexure C | 39 | The terms and conditions with the DSP in the individual contracts will be as per customer's contract terms and conditions. In cases where there is any conflict between the customers' requirements and the provisions mentioned in this EOI then the customers' requirements will prevail and will be settled between RailTel and DSP through mutual discussions. | The bidder requests the following modification: 1.2. The terms and conditions with the DSP in the individual contracts will be discussed and mutually agreed. In cases where there is any conflict between the customers' requirements and the provisions mentioned in the contract, then the requirements will be settled between RailTel and DSP through mutual discussions. | EOI clause is clear and may be complied. |
| D43 | Clause 2 of Annexure C | 40 | 2. ROLES AND RESPONSIBILITIES 2.2. ROLES AND RESPONSIBILITY OF THE EMPANELLED DSP: 2.2.7. All taxation and other Governmental Statutory Tax compliances in its domain shall be the liability of the bidder. Since this is an arrangement on revenue share basis, the ownership of equipment / stores supplied by the partner for partner's share of work will be with partner. Their proper up keep and maintenance along with replacements if any, as and when needed, will be the partner's responsibility. | We will not engage in revenue share basis models until unless we have explicit management approval. Please Clarify. | EOI clause is clear and may be complied. |
| D44 | Clause 2 of Annexure C | 40 | 2. ROLES AND RESPONSIBILITIES 2.2. ROLES AND RESPONSIBILITY OF THE EMPANELLED DSP: 2.2.1. Securing Business in consultation with RailTel at their own cost, acting as strategic partner of RailTel. 2.2.2. Make all investments in service acquisition and execution. | Why are we required to secure business for RailTel? Our understanding is that a DSP will get work order from RailTel to provide services. Please Clarify. | EOI clause is clear and may be complied. |
| D45 | Clause 3.2 of Annexure C | 42 | 3. SERVICE EXECUTION MODE: 3.2. Additional Notes: 3.2.4. Unless otherwise specified all prices quotes must remain firm except for statutory variation in taxes during the contractual delivery period. Any increase in taxes after expiry of the delivery period will be to supplier's account. This will be without prejudice to the rights of RailTel for any other action including termination. Price variation clauses if any should be clearly quantified without any ambiguity with ceiling limits. | The bidder requests the following modification: Prices shall be quoted in Indian rupees and Charges quoted should be exclusive of all types of Taxes. All fees payable to DSP are exclusive of any sales, use, value added tax, service , GST or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, RailTel shall be responsible to pay or reimburse bidder the amount of such taxes. Taxes to be applied on actual at the time of invoicing during the entire duration of the contract and extensions. For any change in the tax structure, during the tenure of the contract, the RailTel will be liable to release the payments based on the revised taxes. DSP will not | EOI clause is clear and may be complied. |

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| | | | | revise the base price of the invoices to accommodate the additional taxes and duties imposed by Government. | |
| D46 | Clause 3.2 of Annexure C | 42 | 3. SERVICE EXECUTION MODE: 3.2. Additional Notes: 3.2.2. At the time of inviting quotation, wherever the indirect taxes are not specifically indicated, the prices quoted will be presumed as Inclusive of all taxes and no statutory variation will be payable by RailTel. The rates of taxes should be clearly mentioned. HSN/SAC no. should be indicated in the offer. | The bidder requests the following modification: 3.2.2. At the time of inviting quotation, The DSP will submit all quotations without taxes. The taxes will be applied on actuals as per the applicable tax structure at the time of invoicing during the entire duration of the contract. Also, the HSN/SAC codes will be indicative and may change at a later stage during the contract period. Such changes shall be communicated in advance to RailTel by DSP and RailTel will have to accept these changes. | EOI clause is clear and may be complied. |
| D47 | Clause 5 of Annexure C | 43-44 | 5. TARGET TO ACHIEVE CUSTOMERS 5.1. Gestation period of 12 months shall be given to the DSP after the date of issue of Empanelment Letter and signing the agreement for business generation and within this period at least Business Work order of ₹ 01 Crore for Open Category and ₹25 Lakhs for Start-Up Category has to be acquired by the efforts of DSP. 5.1.1. If the selected DSP fails to generate even one Order of this volume, the DSP shall be given another grace period of 3 months to acquire service(s) of at least 1 crore (Open Category)/ ₹25 Lakh (Start-Up category)value. If the DSP fails to deliver even in the extended grace period then the empanelment shall stand terminated without any further notice.In addition to the requirement of generation of business by the efforts of DSP in the gestation period, a DSP partner has to ensure business engagement with RailTel and if the DSP has no service engagement for a period of six months (after successful completion of gestation period) during tenure of the empanelment, RailTel may delist the DSP from the Empanelment list, without any further notice as soon as twelve months non engagement period completes. 5.3. The above-mentioned targets are the minimum targets for determining the satisfactory working of the partner. 5.4. If conditions above are not met in stipulated time from the date of signing the agreement despite all support of RailTel made available to the DSP as mentioned in the EOI Documents then RailTel shall have the right to terminate the Empanelment agreement. | If we are unable to generate orders and business for RailTel, then RailTel can terminate this empanelment agreement. Are we generating business for RailTel or are we supposed to get orders from RailTel? Why do we have target to achieve customers? Please Clarify. | EOI clause is clear and may be complied. |
| D48 | Clause 4 of Annexure C | 42-43 | 4. EXCLUSIVITY/BASIC PRINCIPLES FOR FUTURE ADAPTATIONS 4.3 If the DSP fails to meet the deadlines of the said service or is not able to implement the service in stipulated time then RailTel in addition to invoking of the EBG and Service PBG, may get the contract implemented, upon such terms and in such manner as it deems appropriate from any other party. Any excess amount, which it may incur in doing so, will be paid by the DSP, limited to 100% of Contract Value of the Work Awarded. | This bidder requests the following modification: 4.3 If the DSP fails to meet the deadlines of the said service or is not able to implement the service in stipulated time then RailTel in addition to invoking of the EBG and Service PBG, may get the contract implemented, upon such terms and in such manner as it deems appropriate from any other party. Any excess amount, which it may incur in doing so, will be paid by the DSP, limited to the contract value of the services underlivered by the DSP only provided the reasons for failure to meet its deliverables should be attributable to the DSP only. | EOI clause is clear and may be complied. |
| D49 | Clause 10 of Annexure C | 44-45 | 10. EXIT CLAUSE 10.2. Exit Option Exercised By DSP: 10.2.1. In case any service is already operational and RailTel wants to acquire the assets and want to continue with the service then in such case RailTel may acquire the asset created by the DSP for delivery of service, on mutually agreed market value or depreciated value whichever is lower, and RailTel will have the first right of acceptance/refusal. 10.2.2. The depreciated value of equipment – the net value of the equipment as determined by charging depreciation at rates specified in Companies Act of India, 2013 as amended from time to time under the Written Down Value method. | The bidder requests the following modification: 10.2.1. In case any service is already operational and RailTel wants to acquire the assets and want to continue with the service then in such case RailTel may acquire the asset created by the DSP for delivery of service, on mutually agreed value. 10.2.2. To be deleted. The value shall be mutually agreed between RailTel and DSP. | EOI clause is clear and may be complied. |
| D50 | Clause 8 of Annexure C | 44 | 8. VALIDITY OF THE AGREEMENT 8.1. Agreement shall remain in force initially for a period of Three(03) years on non-exclusive basis from the date of award of work and can be extended further with mutual consent. This agreement shall be valid for its full term unless revoked as per the clauses and mechanism defined in this Agreement. RailTel reserves the right to enter in agreement with other partners also except in respect of services which have already been made operational with the DSP. | 8.1. Agreement shall remain in force initially for a period of Three(03) years on non-exclusive basis from the date of signing of the agreement and can be extended further with mutual consent. This agreement shall be valid for its full term unless revoked as per the clauses and mechanism defined in this Agreement. RailTel reserves the right to enter in agreement with other partners also except in respect of services which have already been made operational with the DSP. | Suitable amendment has been done in the clause. May kindly refer Corrigendum-III |

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| D51 | Clause 8 of Annexure C | 44 | 8. VALIDITY OF THE AGREEMENT 8.3 RailTel shall have the right of first refusal and settle all financial obligations within 60 days of having communicated its willingness to exercise the option to buy any operational service from the DSP. | What is the purpose of this clause under Validity of the agreement? Please Clarify. | EOI clause is clear and may be complied. |
| D52 | Clause 11 of Annexure C | 45 | 11. TRANSFER AND TERMINATION OF AGREEMENT: 11.3 RailTel reserves the right to terminate the agreement for 11.1.1. Any breach or non-observance or non-fulfillment of agreement conditions related to service deliverables. 11.1.2. Any other violation of clauses of this EOI / agreement 11.1.3. RailTel may suspend / terminate the agreement with sixty days' notice. In case of the case leading to termination then further action will be taken as per exit clause of this EOI document. | The bidder requests addition of the following clause: DSP may terminate this Agreement for cause if RailTel materially breaches this Agreement, provided DSP gives RailTel notice of such breach and it remains uncured after 30 days following notice. If any amount due and payable by RailTel under the Agreement is more than 30 days overdue; and there is no dispute between RailTel and DSP in relation to that amount, DSP may issue to RailTel a notice that payment is overdue. If RailTel fails to pay DSP within 7 days after the date of such notice, DSP may by a further notice to RailTel terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made. In the event of this assignment being terminated, RailTel shall be liable to make payments of all the amount due under this assignment for which services have been rendered by DSP's Consultant's. Forthwith on the expiry or earlier termination of this agreement, each party shall, return to the other party all documents and materials, belonging to the other party with regard to this assignment, or shall at the option of the disclosing party destroy all documents or materials in connection with this assignment. | EOI clause is clear and may be complied. |
| D53 | Clause 15 of Annexure C | 47 | 15 LIABILITY: 15.1 Except as provided in this agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leased, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this agreement. | The bidder requests the following addition to the clause: Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue, loss of data), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the total amount paid to DSP by the RAILTEL in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose); provided, however, that this limitation shall not apply to any liability for damages arising from (a) willful misconduct or (b) indemnification against third party claims for infringement. | EOI clause is clear and may be complied. |
| E | Queries by M/s iRAM Tech | | | | |
| E1 | Clause 14.11 | 28 | 14.11 ARBITRATION a) The parties shall attempt to resolve through good faith and consultation in their behalf, disputes arising in connection with this agreement, and such consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation. b) Without prejudice to the provisions hereof, in the event of any dispute, difference, conflict or question arising between the parties hereto relating to or concerning or arising out of this agreement, the same shall be referred to arbitration, which shall be held in New Delhi. The arbitration proceedings shall be in accordance with the provision of the arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. Arbitrator shall be appointed by CMD/RailTel. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in the English language. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides. | A) Arbitration & Conciliation Act 2015 is now in force which overrides Arbitration Act 1996 . So please refer to Arbitration amendment act 2015. B) Arbitrator shall be appointed as per the Arbitration Act 2015. | Suitable amendment has been done in the clause. May kindly refer Corrigendum-III |

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| E2 | Clause 3 (a) of Annexure A | 30 | 3. Mandatory a. Offers of only those bidders (the consortium members may meet the mandatory criteria jointly i.e. any one of the consortium members must have this average turnover) shall be shortlisted who have a minimum cumulative annual turnover of 5 Crores for the last three audited financial years. Copy of Income Tax returns as downloaded from Income Tax Website should be submitted in this regard. A certificate issued by CA (APPENDIX-F) has to be attached along with signed copy of Balance Sheet, Profit & Loss account and ITR for the same. In case the company has only two years ITR (Income Tax Returns), then the provisional balance sheet of the current financial year duly certified by Statutory Auditor of the DSP shall be accepted. | Criteria: Please clarify whether the Turn Over over last 3 financial years shall be cumulative or average. | It is cumulative |
| E3 | SN 4 of table under clause 3 (c) of Annex-A | 32 | The DSP must have profitable operations in India for at least 2 of the last 3 years preceding the date of submission of EoI. | We request you to kindly delete this requirements as this will pose a challenge for many Startups and MSMEs. | Kindly refer table under para 3 c. of Annexure A |
| F | Queries by JKLM Technology | | | | |
| F1 | | | I | in reference to RailTel EOI "RailTel/EOI/MKTG/2019MKTG/2019-20/DSP/493" Pre-Qualification Criteria asked for Cumulative turnover of at least INR 5 Crores in last 3 years will block innovative/technically qualified organization from participation. Our request is to provide relaxation to MSME registered companies from prior turnover of Rs. 5CR clause from DSP EOI. | Relaxation for Start-ups and / Incubate category is already given. |