



RailTel Enterprises Limited

**RailTel Enterprises Limited
(A wholly owned subsidiary of
RAILTEL CORPORATION OF INDIA LTD.)
(A Govt. Of India Enterprise)**

**Corporate office: Plot No 143, Sector 44,
Institutional Area,
Opposite to Gold Souk Mall,
Gurgaon, Haryana 122003**

**Registered Office: 6th Floor, IIIrd Block,
Delhi Technology Park,
Shastri Park, Delhi-110053**

**Expression of Interest Document
For
Empanelment of Business Partner for Signalling Business**

No: REL/2017/CC/EoI/421

NOTICE
RailTel Enterprises Limited
Plot No.-143, Sector 44,
Institutional Area,
Opposite to Gold Souk,
Gurgaon, Haryana 122003

EOI Notice No. REL/2017/CC/Eol/421

RailTel Enterprises Ltd., (hereafter referred to as REL) invites EOIs in sealed covers from the reputed firms, for Empanelment of Business Partners. The details are as under:

1	Downloading of EOI Documents from RailTel's website	24/11/2017
2	Submission of EOI documents	15/12/2017 before 15:00 Hrs
3	Opening of EOI documents	15/12/2017 at 15:30 Hrs
4	Number of copies to be submitted for each scope of work	2
5	Earnest Money Deposit (Refundable)	INR10,00,000/- (Rupees Ten Lakh Only)
6	Eol Fee (includes GST@18%)	INR 2,950/- (Rupees Two Thousand Nine Hundred Fifty Only)

All queries, if any, in connection with this EOI shall be sent to following officials (in word format) & hard copy by post to RailTel Enterprises Limited, 143, Institutional Area, Sector-44, Gurgaon - 122003. Prospective applicants are required to direct all communications related to this EOI, through the Nominated Point of Contact persons:

Contact : Mukesh Gautam
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In case of difficulties-

Contact : S. K. Roy
Position : DGM/Signalling
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Fax : +91 – 011-22185978

Contact : Mr. Arun Saxena
Position : Advisor/Signals
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1 RailTel Enterprises Limited – Introduction

RailTel Enterprises Limited” (REL) is a wholly owned subsidiary Company of RailTel Corporation of India Limited- a "Mini Ratna (Category-I)" PSU Keeping in view the expanding activities in project execution works for telecom and signaling, RailTel incorporated a wholly owned subsidiary Company in August, 2014 by the name “RailTel Enterprises Limited” (REL).

In line with the future business plan of RailTel it was felt to diversify into ICT project segment as a System Integrator. Hence, to have clear focus on project execution works, REL has been setup. Also this shall help RailTel make a clear distinction between RailTel’s existing core activities viz-a-viz project works ensuring resource and accountable separation thereby making REL as a separate profit centre. This would also facilitate the Company in proper and suitably reflecting the operational results in a more transparent manner and activity wise.

The aim is to exploit the capabilities and experience gained by RailTel from execution of number of small to large national level projects like National Knowledge Network (NKN), National Optical Fiber Network (NOFN), NE-I & NE-II projects under USOF, and various projects for many other Govt. and private agencies. In recent years, RailTel has been expanding its portfolio of services in the areas of Data Centre, Cloud, Telepresence, Retail Broadband (RailWire), etc. With the creation of REL, RailTel aims to be one of the leading System Integrator in the country working in the field of ICT. REL shall be taking up turnkey project work for creation, management and operation in the areas of IT, Telecom, networking, Data Center and Railway’s ICT and S&T projects. With a dedicated focus and organisation suited to executing projects in the areas of expertise, REL is poised to become a key driver of growth and innovation for RailTel as well

2 RailTel Corporation of India Limited – Introduction

RailTel Corporation of India Limited, a Public Sector Undertaking under the Ministry of Railways, Govt. of India, is a national Telecom service provider having NLD, IP2 and ISP licenses and IP1 registration and have built nation-wide optical fiber network. RailTel’s objective is to create a nation-wide broadband telecom and multimedia network.

RailTel Corporation of India Limited (RailTel) an ISO-9001:2000 organization is a Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of

the country, to modernize Train Control Operation and Safety System of Indian Railways and to significantly contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

RailTel is building state of the art multimedia telecom network using SDH/DWDM based transmission systems and high end MPLS-IP routers. RailTel has extensive expertise in building telecom networks. Moreover, RailTel draws its manpower from signal and telecom branch of Indian Railway which has been in the business of construction, operation and maintenance of telecom systems for more than 50 years.

RailTel has created countrywide state of the art SDH/DWDM backbone optical transport network using latest technology. More than 400 cities covering over 42,000 RKM across the country are connected on the network with multiple STM-16 (n x 2.5 Gbps) connectivity. RailTel has also implemented ultra-high capacity DWDM network over 10,000 RKM to provide 400 Gbps which is further upgradable to 800 Gbps in future.

RailTel's backbone Transport Network has been configured in multiple 'Self-Healing' Ring architectures which provide for redundancy by automatically redirecting and switching traffic from failed/ degraded routes for an uninterrupted service ensuring maximum up time and service reliability. The network supports multiple ring protection schemes. The network has been designed in such a way that full redundancy is available for bandwidth between any two points.

The whole network is managed by centralized network management system (NMS) and backup facilities located across India. RailTel has got unique advantage to offer the best quality service (QoS) from a single unified network with PAN India presence. This state of art network enables point and click provisioning of the bandwidth and other services from anywhere to anywhere in the country. It enables provisioning of traffic in any granularity from 2 MBPS to multiple of Gbps (n x Gbps) from its country wide strong backbone network.

One of the objectives of formation of RailTel was to spread telecom revolution in the remote and backward areas of the country by building state of the art multimedia network. In this process, RailTel has implemented country wide MPLS-IP backbone network to provide whole range of VPN & Internet services. The network has been built using high end routers of Juniper network. The network support services like Layer 3 and Layer 2 VPN services, broadband internet access, multicast services etc. The MPLS network has POPs at multiple cities across the country and is in process of being extended to several important cities/ towns also. RailTel is now entrusted with transformational agenda by the Government of India with various strategic projects which are of national importance. Some of such projects are:

- 1 National Broad Band Network
- 2 National Knowledge Network
- 3 Alternative Network For National Security
- 4 Intelligent Network Infrastructure for Smart City Communications
- 5 Rural Broad Band
- 6 Citywide High Quality Gigabit Wi – Fi
- 7 National Infrastructure Disaster Response Management
- 8 Public Safety and Security
- 9 Technological Innovation and Invention

3 Scope of Work

3.1 Preamble

Railway Signalling is an extremely vital part of a Railway System especially for Safe and Efficient Train Operations and also for generating Incremental Line Capacity and for providing Flexibility in Yard Operations. On Line Information is provided for effective Management and Train Control including Predictive Maintenance.

With increasing demands on Safe Operations and Efficiency & Flexibility Requirements, the Signalling & Telecom System have increasingly become more and more complex and require utmost care for Design, Verification, Testing Certification , Installation & Commissioning and subsequent Maintenance. The Skills and Knowledge in this specific area of Signalling & Train Control are not readily available on hire. Therefore, the Systems have to be created in a structured manner with more and more automation of processes and mechanization of field works. This will enable provision of error free Signalling system and within the time frame stipulated.

RailTel intends to steadily diversify into the field of Railway Signalling Business, with the intention of not only entering this area but also to increase its market share into various segments of Signalling Business, which broadly includes the following:

- a) Signal Design is a major area of concern from the angle of time taken, errors, re-work & modifications and subsequent delays. Complete Simulation testing with documentation and traceability. Design Automation Software Tools are required to be integral part of the REL's Design Centre with features ranging from Yard and Signal Configuration Plan to Control Tables to preparation of Application Logic with modules for Verification & Validation, Simulation Testing and Certification for various makes of Interlockings.

- b) Field Survey, Consultancy & Project Reports for Signalling, Automation, and Condition Monitoring & Train Control Systems for IR, Metros and Other Organizations is an area, where resources are scarce.
- c) Project Supervision and Management is the role, which REL can play effectively to fill up this major gap in execution of Signalling & Train Control Projects to ensure Quality and Conformity to Standards and for In Time Commissioning of Systems. Presently, the situation is far from satisfactory.
- d) Building up Capacity and Capability to take up execution of signalling related Projects either independently or as a Joint Venture will be a major area of REL's activities.
- e) Associating in Research and Application Developmental activities with OEMs and R&D Centres in emerging areas, which includes new Concepts, Techniques, Technologies and Systems for Signalling & Train Control, Condition Monitoring of Assets, Train Detection, IT Solutions. etc.
- f) Creating Content and Learning Systems for Improving the Skills and Knowledge in Advanced Signalling Systems & Basics of Signalling for Public & Private Sector units.
- g) Undertake Third Party Maintenance of Signalling System at Stations/Sections or Goods yards/Sidings.

Therefore, REL shall empanel additional Business Partners in stages for delivering the above referred services to Clients and for associating for participating in future tenders needing fulfilment of the requirements of the tender for establishing a formidable presence in Signalling & Train Control Systems Industry progressively. This will also meet the objective of multi-fold growth in REL's turnover and profitability.

2.2. Categories for empanelment

The following list is indicative of the categories for which REL desires to empanel organizations:

This EOI is for establishing a Centre for Railway Signalling Design Automation & Computerised Simulation System (SigDACS) in REL with Networked Access. List given below is indicative of the categories for which REL desires to empanel Firms/Organisations as **Business Partners (BP)**:

- A. Railway Signalling Plans & Design Including Software Tools for generating Expeditionary and Error Free Application Logic or Circuit/Wiring Diagrams for Station Interlocking and Block Signalling along with Interface Drawings.

- B. Software Tools for Comprehensive Testing of the Application Logic or Circuit Diagrams to Verify & Validate the Design for Reducing the Risk to As Low As Reasonably Practicable. Includes Simulation Tests.
- C. Information Dissemination with regard to Standards & Processes for Software Embedded Safety Critical Systems deployed on Railways including Design Principles, Configurations for Fail Safety, computer Language and EMI/EMC Compatibility

2.3 Role of Firm/Organization as a Business Partner (BP)

- The empanelled partner shall respond to each request for quotation (including cost, technical capabilities, man-hours and other details) raised by REL within 3 days from the date of request.
- The empanelled partners shall support REL in preparation of the tender response.
- The empanelled partners shall provide training to the client personnel during the transition phase of the project (if required).
- The empanelled partners shall abide by all terms and conditions for the complete period of empanelment.
- The empanelled partners shall inform REL if any opportunity for a partnership to compete for a project is realized or exists.
- The empanelled partners, when participating in a tendering process in consortium with REL, shall be responsible for any inaccurate or incorrect information furnished as part of the bid submission. Further, the empanelled partner shall solely bear the consequences of the same.
- The empaneled Business Partner shall carry out the activities listed out below in the document (para 6) in connection with development of SigDAC.

2.4 Role of REL

- A) REL shall arrange necessary Domain Knowledge Professionals for associating in establishing and setting up this business activity with the BP.
- B) REL shall arrange to share the Railway signalling Design Principles, General & Subsidiary Rules and Train Operating Protocols required for this business. IR's General & Subsidiary Rules, Operating & Signal Engineering Manual, Block Signalling Manual, RDSO's Design Documents & Specifications and any other Document will be made available for reference

- C) REL shall provide necessary Office Space at a suitable location in Delhi National Capital Region (NCR) for enabling the Design Teams of REL, Railways/PSUs and the BP in pursuance of the SigDACS Project.
- D) REL shall arrange required space in the Data Centre and connectivity to Railway Units for the Automated Signal Design System for use.

2.5 Methodology & Deliverables

- SigDACS shall be designed as a **Universal Generic Tool** for generating Specific Application Software/Logic, which can be compiled or converted into the format suitable for all RDSO approved/to be approved Electronic Interlockings.
- BP shall submit a detailed Step by Step process giving Time Lines to meet the Requirements as brought out below, which includes Defining & Drafting Specifications & Language(s) to be used.
- BP shall deploy **Competent Software Professionals** for evaluating, understanding the Requirements and for designing the Software Tool for SigDACS as per the Requirements stipulated in this Document.
- BP shall **Design, Develop and Deploy the Application** to meet the Requirements stipulated in the Document and after due Testing will Port on the Server to be supplied OR kept in the Data Centre of REL.
- The empanelled BP shall arrange to Install a Demonstration Software in REL initially for study, assessment & evaluation of the efficacy and appreciation purposes for a defined period at their cost.
- The empaneled BP shall arrange **Interactive Workshops and Training** to personnel of REL and to those of REL's Clients in the initial stage of starting the Project and also during the transition phase as required. The number of personnel to be trained in Workshops for the Pilot/PoC (At least 5 different Station Yard Layouts) run shall be 25 (provision be kept for 100 men weeks). Benefits of Automation of Design shall be brought out comparing the same with the Traditional/Conventional manual Methods.
- Application Logic for different typical Signaling & Yard Plans shall be taken up as Mile Stones to check the efficacy & usefulness of the System. Corresponding conversion into Relay based Circuits shall be necessary for Checking & Verification by REL.
- Based on the Indicative Flow Chart/Process for Design of Signalling & Interlocking System (Annexure I) attached along with this Document, BP shall prepare the System Block Diagram

indicating the Inputs to various Modules in different forms and the Outputs to be given as Report/Electronic File and the Format. This will be approved by the authorised representative of REL.

- Indian Railways's Signal Design Principles & Functionality, Symbols and Operating Rules shall be embedded in the Application by Business Partner jointly with REL Signal Design Team for which necessary principles of individual zonal railways may have to be configured till such time Indian Railways standardize them for uniform adoption.
- Signal Design Automation Tool shall be able to perform the following:
 - Using Engineering Scale Plan (ESP) in Hard or Soft form as Input to the System, Signal & Interlocking Plan (SIP) and corresponding Table of Control (Control Table CT or Selection Table) to be generated.
 - Using SIP in Hard or Soft form Control Table and Standard Application Logic to be generated in required formats for further use.
 - Standard Application Logic to be converted into the format required for use along with Electronic Interlocking Hardware of different configurations and make after appropriate Compilation or Conversion.
 - Create corresponding Test Schedules/Tables to correlate with the Design Principles and the Yard Data suitable for all type of RDSO approved Electronic Interlocking's.
- Computerised Testing, Verification & Validation and Certification shall be done by the Simulation Tool as per International SIL Norms/RDSO Standards to cover the following Tests of the Application Logic generated for a yard Layout:
 - Square Sheet Tests
 - Negative Tests as required
 - Functional Tests
- Simulation Test Module shall be checked with at least 3 Application Logics in the Pilot/PUC stage for handing over the Application Logic for use on the Railway.
- The Tool shall be certified as per CENELEC stipulations to the required Safety Integrity Level (SIL) so as to ensure correctness of the Design developed every time and for gaining Confidence in it. This will reduce the mandatory multiple checks required for Design Approvals in the manual process.

- Documentation for Application Logic Certification as per CENELEC Norms/RDSO Standards will be used for submission to ISA/CRS as required.

3.6 Documentation & Media

- All relevant Documents in Hard Copy form and on Electronic Media shall be made over to REL at different stages of the progress of business.
- Documentation shall include System and User Manuals, Courseware and Demonstration Application Software, Design, Testing & Simulation Documents of specific Stations including Application Logic for different typical Signaling & Yard Plans, Interface Drawings/Designs, Converter/Interpreter/Compiler Details, System & User Manuals etc. The List is Indicative.

3.7 Commercial Terms & Conditions:

- Different Options of Procurement, Support and Usage may be worked out and indicated, which includes:
 - One Time Procurement by REL and thereafter Regular Payment for Services Taken, Support & Upgradation (Capex Model) OR
 - Installation by BP in REL's Premises and All Inclusive Monthly/Quarterly Payments for Use of the Generic Application Development & Checking Modules of the Software and other Services Taken, Support & Upgradation (Opex Model) OR
 - Installation by BP in REL's Premises at BP's Cost and Sharing of Revenues in agreed proportion between REL and BP.
- Complete deployment of various modules required for SigDACS during the period including Maintenance, Administration, User Definition and Security Assignment, Trouble Shooting, Upgrades etc shall be done by the empaneled BP. Cost Estimates for SigDACS System shall be worked out for deploying and supporting the same for a period of 5 years initially based on Number of Users based on an Annual basis. Number of Users shall be 8 in the initial stage.
- Cost of Services, Training & Information Dissemination Workshops, Carrying Out the Pilot Projects and Technical Presentations shall be indicated.
- Alternatives may be indicated for different commercial options of use of the Generic Application Development and Checking Tools specifying the Payment Terms; Monthly/Quarterly or Annually and/or after achieving a specified Mile Stone or Satisfactory Completion of an Activity.

3. Eligibility Criteria

The applicant will be evaluated for empanelment as a business partner, inter-alia, based on the pre-qualification criteria mentioned below.

S.No	Attribute	Parameter	Documents to be Submitted
1	Railway Signalling OEM or Railway Signalling Design/Consultancy Firm or Academic/Research Institute associated with Railway or Software Development Firm doing Safety Critical Applications or Signalling System Integrator - All Operating in INDIA	5 Years	Certification of Incorporation or Any other Relevant Document.
2	Annual Turnover in the Last 3 Years	INR 50 Crore	Consolidated Financial Statements along with Audited Balance Sheets
3	Works Undertaken/Completed in the Category of Empanelment as BP in the Last 5 Years	INR 1 Crore	Copies of Work Orders or Certificates of Completion or Satisfactory Working
4	Position of the Applicant as a Sole Proprietary Firm or Partnership Firm or Company Registered with the Registrar of Companies or Academic/R&D Centre/Institute	-	Relevant Documents like Registration with Registrar or Partnership Deed or Memorandum of Understanding

S.No	Attribute	Parameter	Documents to be Submitted
5	Tax Registration	-	GST Registration Documents
6	The applicant should not have been blacklisted by any of the PSUs for the past 2 years.	NO	Self Declaration
9	The applicant shall have at least 50 active professionals on company payroll (in the category applied for).		Certificate issued by HR / Authorized signatory

4. Information to Applicants

4.1 Period of Empanelment

The validity period of empanelment will be 3 years from the date of signing the contract for empanelment or date of issue of Lol. The period of empanelment may be extended as mutually agreed between REL and the empanelled partner.

4.2 Earnest Money Deposit

The applicant for the empanelment shall furnish a sum of INR 10, 00,000/- (INR Ten Lakhs only) as earnest money in favor of RailTel Enterprises Limited.

1. The applicants shall hold the offer open till such date as specified in this EoI. It being understood that that after submitting the response to this EoI, it will not back-out from his offer or modify the terms and conditions thereof. If the applicant fails to observe or comply with the foregoing stipulation, the aforesaid amount deposited as Earnest Money shall be liable to be forfeited by the REL.
2. The Earnest Money receipt shall be incorporated in the original copy of the EoI document. The Earnest Money should be furnished in the form of an Account Payee Demand Draft in favor of M/s RailTel Enterprises Limited, New Delhi payable at New Delhi (India) from SBI or a Nationalized Bank or a schedule Commercial Bank operating in India.
3. The earnest money of unsuccessful applicant will save as herein before provided, be returned within reasonable time to the applicant however REL shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the above stipulation to keep offer open for the period specified in the EoI documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
4. If the EoI is accepted, the amount of Earnest Money will be held as security deposit for due and faithful fulfillment of contract or till the time the Contract Performance Guarantee (Security Deposit) as required and duly signed formal contract duly is received by the purchaser.
5. The EoI not accompanied by Earnest Money will be summarily rejected.

6. On receipt of Letter of Acceptance of EoI from REL, the applicant shall, within a period of 15 days, submit the security deposit of INR 10, 00,000 (INR Ten Lakhs Only) in the form of Bank Guarantee from a scheduled commercial bank for the duration of the empanelment or extended period, if any, in favor of RailTel Enterprises Limited. On receipt of BG, EMD will be refunded without any interest.

4.3 Guideline for preparation of response to this EoI

Applicants are requested to follow the below guidelines while preparing their responses to EoI.

1. The EoI should be in the format provided in Annexure 1. Any EoI not found responsive to the details mentioned in this document may be rejected.
2. The applicant is requested to review the response before submission as the submitted response shall be considered final and revisions may not be permitted, unless there are genuine reasons for such revision.

4.4 Criminal Background:

The applicant or its Proprietor/Partner(s)/Director(s) of the firms should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven years for acceptance of the offer. The applicant shall give an affidavit to this effect. The affidavit must be affirmed before the competent judicial authority or duly notarized by the Notary.

Besides, applicant should furnish litigation history of their firm or group firm (if claiming fulfillment of PQC on group entity terms). The litigation history shall include:

1. Arbitration cases pending
2. Disputed incomplete work
3. Pending civil cases against the applicant or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings
4. Pending criminal cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.

5. Punishments awarded under civil cases or criminal cases involving moral turpitude in relation to business dealings.

4.5 Corrupt & Fraudulent practices:

It is expected that applicant observe the highest standard of ethics during the execution of the contract in pursuance to the policy of “Corrupt & Fraudulent practices” that is defined as follow:

- (a) Corrupt practice means the offering, receiving or soliciting of anything of value to influence the action of a public official in the contract execution.
- (b) Fraudulent practice” means a misrepresentation of facts in order to influence the execution of a contract to the detriment of REL, and includes collusive practices artificial non-competition levels and to deprive REL of the benefits of free and open competition.

REL will reject a proposal for award of work, if it is determined that any applicant participating in a bid or the agency to whom the work has been awarded, is engaged in corrupt or fraudulent practices as defined above.

4.6 Unsolicited EOI:

Following offers are called unsolicited. All such EOI shall not be considered.

- a. EOI received from parties to whom EOI papers were not issued / downloaded by them from website of the company.
- b. Suo-Moto offers submitted by applicants after opening of EOI.
- c. Suo-Moto offers submitted by the applicant after the Scheduled/ extended time & date of opening, including the intervening period, when an administrative decision is pending for opening of bids due to insufficient offers.
- d. Tenders submitted by any blacklisted, suspended, banned party against open tender during the period of suspension/banning/blacklisting shall not be considered.

4.7 For Technical Competency:

The applicant should submit work orders copy along with completion certificate of having satisfactorily executing the similar works during last three years. The capacity of applicant may be

assessed on verification of certificates, testimonials regarding satisfactory completion/execution of such contracts from their principals or through confidential enquiries with previous clients, with whom the applicant had done business earlier. In case applicant submit more than three work orders of similar work, three highest work orders should be taken as basis for enlistment of the applicant for similar work.

- a) If applicant has submitted one work order copies, then the applicant should be enlisted for similar tender estimated at less than or equal to 200% of the lowest of the two work orders value.
- b) If applicant has submitted three or more than three work order copies, then the applicant should be enlisted for similar tender estimated at less than or equal to 250% of lowest of the three work orders value considered for enlistment.
- c) Certain jobs, depending on their magnitude, may warrant employment of suitable, experienced and qualified technical personnel by applicant. In all such cases, before enlisting, it may be desirable to see whether the firm has on their rolls the required number of such technical personnel. In order to verify this, the firm may be required to submit, along with their application for enlistment, full details about their organization and list of key persons.

4.8 Amendment to the information document

REL may, for any reason, whether at their own initiative or in response to a clarification requested by an interested applicant, modify this document through amendment. In such case, the following rules will apply:

- 1. Any amendment shall be issued in writing through addenda.
- 2. Addenda shall be hosted on REL's website. Any Applicant who wishes to receive the addenda via email can send an email to the email address indicated in the Notice section requesting for the same.
- 3. Any such modification will overrule the original version and previously modified version.
- 4. REL, at its discretion, may extend the deadline for submission of EoI, after considering the materiality of the amendment.

4.9 Confidentiality

The empanelled Business Partner and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of REL or its clients without the prior written consent of REL.

4.10 Jurisdiction

The parties through respective signatories shall settle any dispute or disagreement with respect to performance, non-performance or defective performance of respective obligation amicably. In the event of disputes remaining unresolved, the parties shall refer the matter to a single arbitrator under arbitration law that may be applicable, whose appointment shall be done by Director, RailTel Enterprises Limited. The place of arbitration shall be New Delhi and the language used shall be English.

4.11 Force Majeure Clause

If at any time, during the continuance of this contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earthquakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/regulations, order of requisitions issued by any Government Department or Competent Authority of acts of God (here-in-after referred to as event) then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non- performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, 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 beyond a period as mutually agreed to by the Railways and the Contractor

after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option terminate the Contract provided also that if the contract is so terminated under this clause the Railways may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

5 General Terms and Conditions

- a) REL will enter into an agreement, incorporating technical specifications, financial conditions, service levels and related terms and conditions. The bidder needs to sign an NDA with REL as per REL's policy.
- b) REL reserves the right to accept or reject any or all application(s) without assigning any reason whatsoever. REL's decision in this regard shall be binding and final.
- c) REL reserves the right to cancel the tender for full or part quantity tendered without assigning any reason.
- d) If any of the information, furnished by the applicant, is found incorrect at a later stage, he shall be liable to be barred from participating in current and subsequent opportunities with REL. REL reserves the right to verify the particulars furnished by the applicant independently.
- e) If empanelled partner do not respond to the enquiries on three different occasion or express their inability to quote for enquiries, REL reserves the right to cancel its empanelment.
- f) Wherever required, specific MoU/agreement will be signed with respective partner for specific business opportunity (RFP/Tender/Bid).
- g) The applicant after submitting the response to this EoI, agree with REL for honoring all aspects of fair trade practices.
- h) The applicant shall bear all cost associated with the preparation and submission of the response to this EoI.
- i) Applicant shall submit the details about engagement of Agents/Middlemen/Intermediary/Consultants/ Services providers and payments proposed to be made to them by the bidder as a part of the present bid. The details shall also be incorporated as a part of Contact Document/ Agreement.
- j) EOI should preferably be typewritten and any correction or over-writing should be initialed.
- k) The applicant should furnish a list of its Partners/Directors and a declaration that such Partners/Directors have no interest in any other bidders in respect of the same tender.

- l) Sealed quotations in envelope super scribing tender enquiry number and due date of opening must be sent by Registered or Speed Post or to be dropped in the Tender Box specified for the purpose. EOI received after specified date and time are liable to be rejected.
- m) EOI should be valid for a minimum period of 180 days from the date of opening of tender.
- n) Printed conditions on the backside of the offers will be ignored.
- o) If the applicant is unable to quote against the enquiry after empanelment, regret letter must be sent. Failure to do so repeatedly may result in deletion of tenderer's name from the approved list of empanelment.
- p) GST Registration Number is must for bidder.
- q) REL shall have the right to terminate the contract by giving 60 days notice without assigning any reasons thereof. However, in the event of any breach of terms of the contract, REL will have right to terminate the contract by written notice to the empanelled firm.
- r) In addition to above, the firm/agency desirous for enlistment should submit the following:
 - The applicant should have adequate legal status for entering into a contract.
 - Applicant is not insolvent, bankrupt or being wound up, their affairs not being administered by a court or judicial officer, their business activities have not been suspended and they are not subject of legal proceedings.
 - Applicant has not been convicted in any criminal offence related to their professional conduct or making of any false statement or misrepresentation as to their qualifications to enter into a works contract or have been otherwise disqualified pursuant to administrative suspension or disbarment.
 - The applicant would be required to give a declaration that they have not been banned or de-listed by any government or quasi Government agencies or PSUs. If they do not give this declaration, their request may not be considered. The application form for enlistment should contain a clause that, mere enlistment should contain a clause that, mere enlistment of an agency does not bestow the right for automatic inclusion in the bidder list of any particular tender.
- s) Time of completion is the essence of any contract. The same must be clearly spelt out in the EOI document along with penalties/ compensation for delay livable on the applicant for

non-fulfillment of contractual obligations within the stipulated time as spelt out in detail in any enquiry floated by the company.

- t) For ensuring a fair completion all applicant shall be required to give a declaration giving the names of other firms/agencies/partnership firm/wholly owned or partly owned subsidiary etc., where they are having financial /professional stakes and also give a certificate, if any, such firm/ agency are participating against the subject tender.
- u) Cancellation of EOI-EOI may be cancelled under the following circumstance;
 - a. Where there has been material change in the specifications.
 - b. Where application received do not fulfill the required specifications laid down in the EOI Notice even after techno-commercial clarification.
 - c. Requirement ceases to exist.
 - d. Any other reason in the interest of the Company.

v) Quotations for Imported items:-

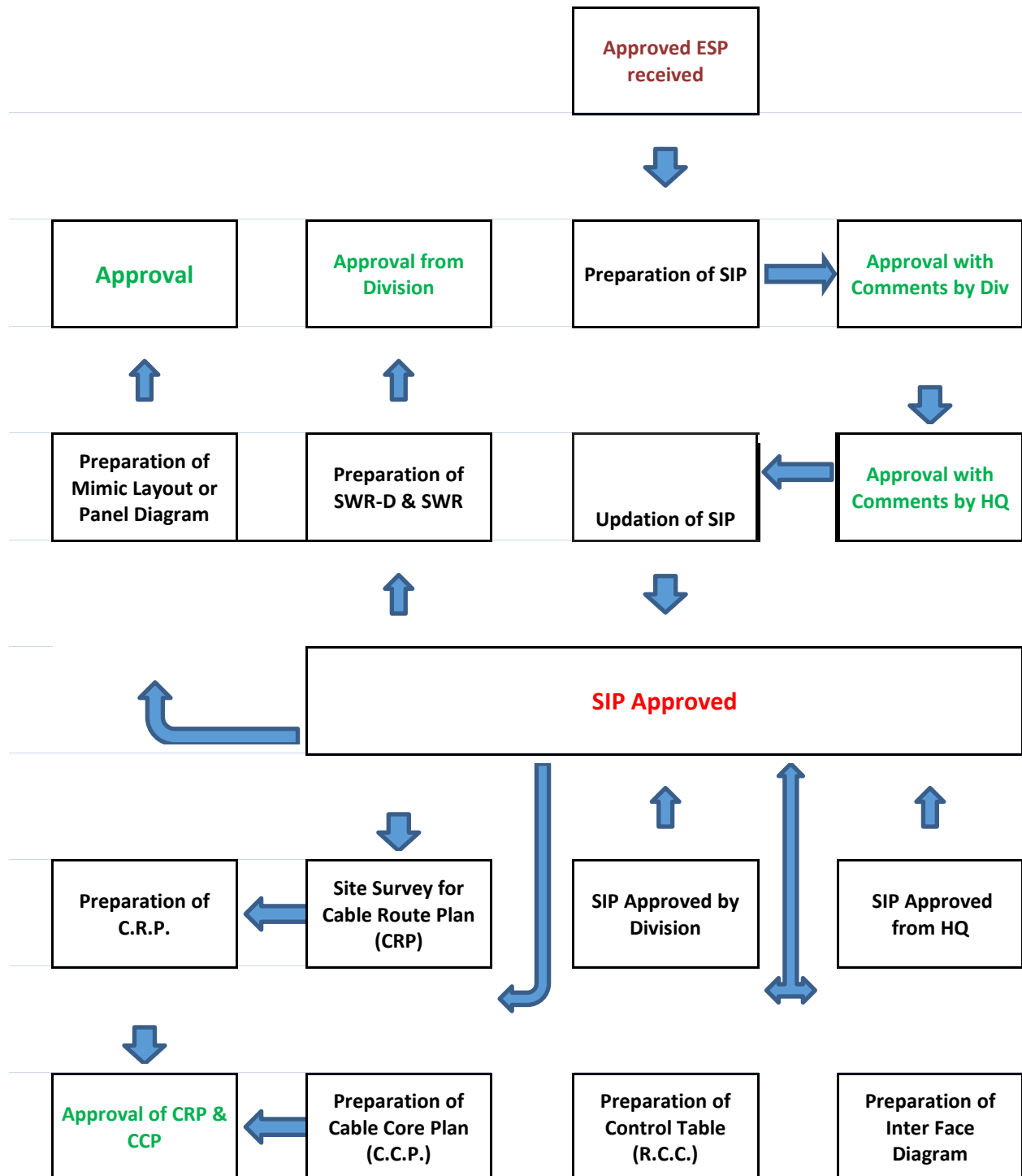
1. Imported Stores offered by Indian Agents in Indian Currency: Any authorized dealer / agent / recognized industrial distributor quoting on behalf of their Foreign principal in Indian Rupees shall have to comply with the following:-

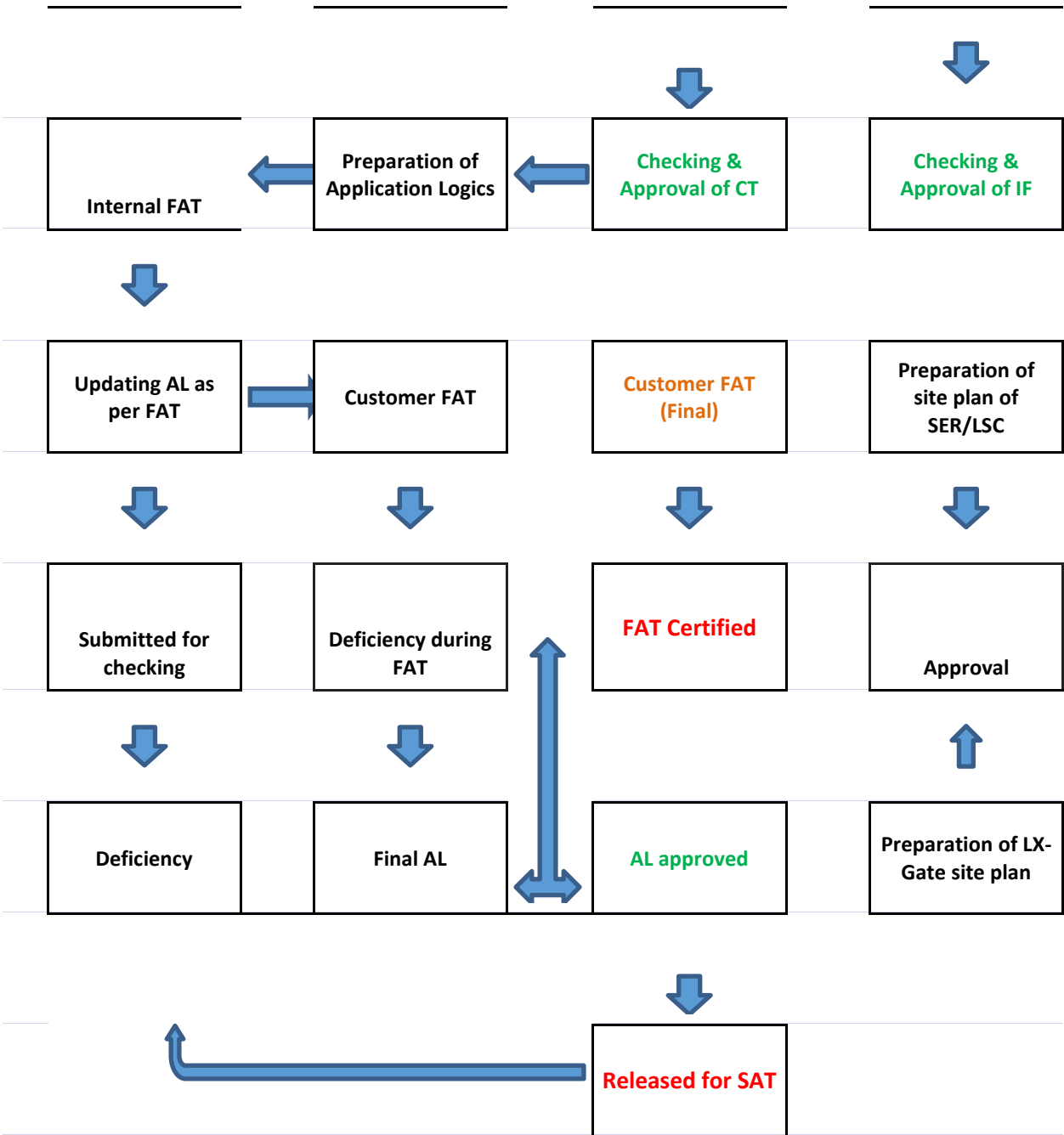
- a) To quote with tender specific authorization from the foreign manufacturer.
- b)
 - (i) While quoting on behalf of foreign principals' Bidders are required to furnish the principal's invoice / Performa invoice along with their quotation.
 - (ii) Performa invoices however, may be accepted in exceptional cases where, it is not possible to obtain the invoices before the contract is placed.
- c) The Bidder shall have to undertake in the tender to comply with the following –
 - i) Consent to furnish copy of customs out passed bill of entry for the goods, relevant to each consignment, Manufacturer's Test and Guarantee certificate issued by the manufacturer, Copy of Bill of Lading/AWB relevant to the consignment; Copy of commercial invoice of the foreign manufacturer/principals relevant to each consignment.
 - ii) Current and valid authorization/dealership certificate of foreign manufacturer/ principal.

6 Annexures

6.1 Annexure 1: Flow Chart/Process for Design of Signalling & Interlocking System

Flow Chart of Drawing & Design Activity for EI - Annexure I





6.2 Annexure 2: Eol Format

The response to the Eol needs should cover following and should reach REL before the submission deadline. REL reserves the right to reject any response received after the mentioned deadline.

1. The cover letter in the format mentioned in Annexure 2 should be part of the expression of interest being submitted.
2. Applicant must include the Eol fees and EMD demand drafts. Both demand drafts must be in the name of “RailTel Enterprises Limited.” payable at New Delhi. The amount of demand drafts for EMD to be submitted is mentioned in section 4.2.
3. The applicants need to provide all the reference details/documentary evidences required to fulfill the eligibility criteria as applicable. The applicant are expected to submit evidences to meet all the eligibility criteria mentioned in Section 3.
4. The applicants need to provide the details of the point of contact who shall be contacted from REL for any matter pertaining to the empanelment or the Eol process in the future.

The format in which the details are to be furnished is mentioned below:

(PLEASE USE BLOCK LETTERS TO FILL THE TABLE BELOW)

<u>DETAILS OF POINT OF CONTACT and COMPNAY</u>			
First Name		Last Name	
Designation			
Address for correspondence			
Contact Number (Office Landline)			
Mobile Number			
Official Email ID			
GSTN No (State wise)			
PAN No			
Bank Name			
Bank Account No			
IFSC Code			

Registered Address of Company	
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5. Applicants required to fill the form given below which would capture the category(s) in which the applicant wants to get itself empanelled with RailTel Enterprises Ltd. The form would also capture the applicant's profile. The form is mentioned below:

<u>Applicant's Profile Form</u>	
Type of Business Partner (Please Tick as applicable)	Railway Signalling Pland & Design
	Software Tools
	Information Dissimination & Processing
Status of Applicant (Partnership, Company etc.)	
Number of Years of Experience	
Number of office locations in India (Provide details of offices)	
Number of office locations globally (Provide details of offices)	
Number of employees in India and global	
Total revenue from sales in India (for last 3 financial years)	FY 1:
	FY 2:
	FY 3:

6. Applicant is required to fill the form given below which would capture the area(s) in which the applicant wants to get itself empanelled with RailTel Enterprises Ltd. The form would also capture the skills available and number of projects executed in past 3 years by the applicant. The form is mentioned below:
- Railway Signalling Pland & Design

Area	Skills Available (Y/N)	Size of technical staff	Number of projects executed in last 3 years	Cost of executed projects with duration (for each)	Preferred OEM Partner/ Business Tie-up(s) (if any)
Railway Signalling Plans & Design					
Software Tools					
Information Dissimination & Processing					

6.3 Annexure 3: Cover Letter Format

COVERING LETTER

(to be on company letter head)

Offer Reference No: **No: REL/2017/CC/EoI/421**

Date:

**To, EoI In-charge,
RailTel Enterprises Limited
REL Address,**

Dear Sir,

SUB: Empanelment of Business Partner

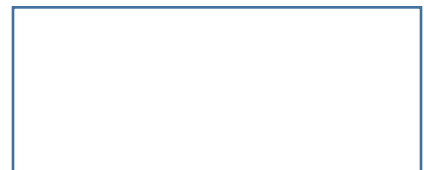
Having examined EoI document bearing the reference number **No: REL/2017/CC/EoI/421**, dated 24.11.2017 released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to empanel our organization as a Business Partner in conformity with the said EoI. If our offer is accepted, we undertake to abide by all the terms and conditions mentioned in the said EoI over the period of empanelment.

We have enclosed a demand draft in lieu of EMD for INR 10, 00,000/- (Rupees Ten Lakh Only) in favor of RailTel Enterprises Limited, payable at New Delhi.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said EOI, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our EoI is liable to be rejected.

Date:

Signature with seal –



(In the box)

Name: _____

Designation: _____

6.4 Abbreviations

S. No.	Abbreviation	Meaning
1	BP	Business Partner
2	EoI	Expression of Interest
3	NLD	National Long Distance
4	ISP	Internet Service Provider
5	QoS	Quality of Service
6	GST	Goods and Services Tax
7	PSU	Public Sector Undertaking
8	MoU	Memorandum of Understanding
9	EMD	Earnest Money Deposit
10	SLA	Service Level Agreement
11	NDA	Non-Disclosure Agreement
12	POC	Point of Contact
13	BG	Bank Guarantee
14	SIL	Security Integrity Level