



**RailTel Enterprises Limited**

**RAILTEL ENTERPRISES LIMITED**  
(A wholly owned subsidiary)  
of  
**RailTel Corporation of India Ltd.**  
(A Govt. Of India Enterprise)

**Corp. off:** Plot No 143, Sector 44,  
Institutional Area,  
Opposite to Gold Souk Mall,  
Gurugram, Haryana 122003

**Regd. Off:** 6<sup>th</sup> Floor, IIIrd Block,  
Delhi Technology Park,  
Shastri Park, Delhi-110053

**Expression of Interest Document**

**For**

**Empanelment of Business Partner for Signalling Business**

**Eoi No: REL/CO/2018/Eoi/Sig. BA/433**

## **NOTICE**

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

### **EOI Notice No. REL/CO/2018/EoI/Sig. BA/433**

RailTel Enterprises Ltd., (hereafter referred to as REL), a wholly owned subsidiary of RailTel Corporation of India Ltd., (hereafter referred to as RailTel) 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	18/04/2018
2	Submission of EOI documents	09/05/2018 before 15:00 Hrs
3	Opening of EOI documents	09/05/2018 at 15:30 Hrs
4	Pre-bid meeting	27/04/2018 at 11:00 Hrs
5	Number of copies to be submitted	1
6	Earnest Money Deposit (Refundable)	CATEGORY I: INR 1,00,000/- CATEGORY II & III : INR 2,00,000/- ALL CATEGORY: INR 3,00,000/-
7	EoI Fee (includes applicable taxes)	INR 1180/- (Rupees One Thousand One Hundred Eighty Only)

Pre-Bid Meeting will be held on 27.04.2018 at Corporate Office, Gurgaon, All queries, if any, in connection with this EOI shall be sent to following officials (in word format) & hard copy to following nominated person's by email atleast 2 days in advance of pre-bid meeting date and by post at RailTel Enterprises Limited, 143, Institutional Area, Sector-44, Gurgaon - 122003. Any firm attending pre-bid meeting should inform in advance to below mentioned contacts. Prospective applicants are required to direct all communications related to this EOI, through the Nominated Point of Contact persons:

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#### **In case of difficulties:**

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# 1. RailTel Enterprises Limited

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 signalling, 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. 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 Fibre Network (NOFN), NE-I & NE-II projects under USOF, Video surveillance System, Railway Display Network 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

## **REL is engaged in following activities**

**(I) Telecom Specific IT & ITES projects:** REL has implemented some Telecom & IT related projects in the country for various customers across the spectrum incl. Govt/PSU, Enterprises, Banks, Institutions, etc.

- a) REL's project experts are drawn from Railways as well as national market who have over 20 years of project management experience in the field of Telecom networks & IT domain. Over the years, REL has ensured timely and quality implementation of the projects which remains the central objective of any project taken up by REL.

- b) The work includes the end to end project life cycle support from project planning, survey, resource allocation, sourcing, logistics, implementation, quality assurance to testing as per customer's requirement.
- c) REL's Project Management approach is with the application of all relevant Knowledge, Skills, tools & techniques to the project activities in order to meet customer's needs & expectations from a Project. REL's system integration team follows well-defined process and procedures to meet the Projects Scope, Time, and Cost & Quality.

**(II) Enterprise Specific IT & ITES projects:** to minimize the risks and get the best out of a new project.

- a) Requirement Gathering
- b) Application Design
- c) Website Design
- d) Content Management Design

**(III) IT Management Support and Procurement:** Management and Operation of IT systems

- a) IT Strategy - Development and review
- b) Infrastructure Strategy - Development and review
- c) Business Continuity Planning
- d) ERP Implementation and Support
- e) IT Manpower Support

**(IV) Signalling Business** Capacity and Capability to take up execution of Signalling related Projects

- a) Signal Design, Design Automation Software Tools, and Design Centre with features ranging from Yard and Signal Configuration Plan to Control Tables to preparation of Application Logic with modules for Verification and Validation and for Simulation Testing and Certification for Interlockings.
- b) Field Survey, Consultancy & Project Reports for Signalling, Automation, Condition Monitoring & Train Control Systems for IR, Metros and Other Organizations.
- c) Project Supervision and Management in execution of Signalling & Train Control Projects to ensure Quality and Conformity to Standards and for In Time Commissioning of Systems.
- d) Research and Application Developmental activities with OEMs and R&D Centres in emerging areas, which includes new Concepts, Techniques, Technologies & Systems for Signalling & Train Control, Condition Monitoring of Assets, Train Detection, IT Solutions. etc.
- e) Creating Content and Learning Systems for Improving the Skills and Knowledge in Advanced Signalling Systems & Basics of Signalling for Public & Private Sector units.

- f) Undertake Third Party Maintenance of Signalling System at Stations/Sections or Goods yards/Sidings. Remote Condition Monitoring of Signalling System - including the human agencies operating them, Data Analytics to enable predictive & prescriptive maintenance resulting in reduced maintenance effort and increasing the availability of signaling system,
- g) Provision for Collaborative remote supervision by Railways & OEM

## **2. RailTel – 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 is in the forefront in providing nationwide Broadband Telecom & Multimedia Network in all parts of the country in addition to modernization of Train operations and administration network systems. With its Pan India high capacity network, RailTel is working towards creating a knowledge society at various fronts. Presently, RailTel has created over 45000 RKMs of fiber network connecting over 4500 cities/towns on the network including several rural areas.

Equipped with an ISO 9001:2008 certification, RailTel offers a wide gamut of managed telecom services to Indian Telecom market. The service includes Managed lease lines, Tower colocation, MPLS based IP-VPN, Internet and NGN based voice carriage services to Telecom Operators, Internet Service Providers, MSOs, Enterprises, Banks, Govt. Institutions/dept., Educational Institutions/Universities, etc. RailTel is aggressively entering into Enterprise services market with launch of its various services like Data Center, Railwire, Telepresence, etc.

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 Intelligent Network Infrastructure for Smart City Communications
- 4 Rural Broad Band
- 5 WiFi at Railway Stations
- 6 Video Surveillance System at Railways Station
- 7 Railway Display Network

## 3 Scope of Work

### 3.1 Preamble

Railway Signalling and related works are 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. Online 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.

Therefore, ***REL shall empanel Business Partners/Associates in stages for delivering various signalling related 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 the field related to Signalling & Train Control Systems Industry progressively.*** This will also meet the objective of multi-fold growth in RailTel's turnover and profitability.

### 3.2. Categories for empanelment

The following list is indicative of the categories for which REL desires to empanel organizations. All the categories for which empanelment is required are in the domain of Railway Signalling and related services:

#### (I) Category – I: Consultancy



- a) Pre-Bid Assistance including pre-Feasibility & Techno-Economic Feasibility Studies along with Preparation of Detailed Project Report
- b) Detailed Engineering & Design along with Bill of Quantities
- c) Tender Assistance (Preparation) - Pre-Bid Interaction & Clarifications along with Vender Finalization Assistance
- d) Technical Audits, Design Review & Quality Assurance
- e) Independent Safety Assessment/ Independent Verification and Validation
- f) Preparation of Systems, Operations & Maintenance Documentation
- g) Training & Skill Development - Setting up a Centre for the purpose.

## **(II) Category – II: Project Execution**

- a) Supply, Erection, Construction, Supervision of all project related activities.
- b) PMC & Contract Management
- c) Commissioning work
- d) Completion of the project and signoff with the client

## **(III) Category – III: Railway Signalling Design Automation & Computerized Simulation System**

Establishing a Centre for Railway Signalling Design Automation & Computerized Simulation System (SigDACS) in REL with Networked Access as per following work areas:

- a) Railway Signalling Plans & Design Including Software Tools for generating Expeditious 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 Rail Safety, computer Language and EMI/EMC Compatibility

### **3.3 Role and Responsibility of Firm/Organization as a Business Partner (BP)**

- a) Firms are requested to read the EoI document carefully and understand that firm submitting bid is in the domain of Railway Signalling and related services and thereafter submit their bid.

- b) The empanelled partner shall respond to each request for quotation (including cost, technical capabilities, man-hours and other details) raised by REL within stipulated time mentioned in request letter.
- c) The empanelled partners shall support REL in preparation of the tender response.
- d) The empanelled partners shall provide training to the client personnel during the transition phase of the project (if required).
- e) The empanelled partners must ensure fulfilment of regulatory compliances, and licenses for the services being offered. In this regard empanelled partner shall indemnify REL against any non-compliance.
- f) The bidder will be responsible for any damage to equipment, property and third party liabilities caused by acts on part of its deployed consultants at REL/User's premises. All equipment will be used only for the purpose of carrying out legitimate business of REL /User's organization and will not be put into any other use.
- g) The staff deployed by the vendor will maintain office decorum. They will be courteous, polite and cooperative and able to resolve the users' problems.
- h) Intellectual Property Rights: The empanelled partner will indemnify REL of any infringement of third party rights be they under the Patents Act or the IPR.
- i) The empanelled partners shall inform RailTel if any opportunity for a partnership to compete for a project realized by partner.
- j) 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.
- k) The services of empanelled partner under this EoI can also be used by wholly owned subsidiaries or Parent Company or Joint Ventures of REL.
- l) The empanelled partner will not outsource the work to any other associate/franchisee/third party under any circumstances without prior permission of REL. If so happens without permission, then REL will impose sanctions which will include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.

### **3.4 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 facilitate empanelled partners as consultant, if required, for deemed basic necessary infrastructure like office space and other facilities for completing the work in stipulated time.
- c) 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 Documents will be made available for reference. (specific for category –III)
- d) REL shall provide necessary Office Space at a suitable location in Delhi National Capital Region (NCR) for enabling the Design Teams, Railways/PSUs and the BP in pursuance of the SigDACS Project. (specific for category –III)
- e) REL shall arrange required space in the Data Centre and connectivity to Railway Units for the Automated Signal Design System for use. (specific for category –III)

### **3.5 Methodology & Deliverables**

#### **Category – I: For Consultants**

- a) PowerPoint decks describing approach, methods, outputs, results, inferences, plan ahead etc.
- b) Implementation plan documents - These could be detailed Word or Excel documents listing steps for implementation process etc.
- c) Implementation trackers - detailed step by step excel sheets to track progress of implementation of new process etc.
- d) Dashboards - to measure change in key business metrics affected during and after a project. Even if the consulting team leaves, the clients teams are enabled to measure / update the metrics
- e) Process maps / process documents - these could be for any and every new consultancy works done.
- f) Prototypes/Tools - technology based tools or prototypes built for the consultancy works to be used internally or be given to the clients.

- g) Market research data, tools and analytics available or used for assigned work under consultancy.
- h) Risk Management of the project consultancy work

### **Category – II: For Project Execution**

- a) Detailed solution comprising of phases like define, design, build and operation
- b) Quality Management of the project assigned including implementation trackers and dashboards.
- c) Engineering practices to be followed indicating best available practices and guidelines to be followed
- d) Project Management: Teams/Resources to be deployed for project management and skill set required for timely execution of the project.

### **Category – III: For Railways SigDACs**

- a) 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.
- b) 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.
- c) 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.
- d) 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 RailTel.
- e) 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.
- f) The empaneled BP shall arrange **Interactive Workshops and Training** to personnel of REL/RailTel and to those of REL/RailTel'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.

- g) 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.
- h) 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 authorized representative of REL.
- i) Indian Railway'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.
- j) Signal Design Automation Tool shall be able to perform the following:
  - a. 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.
  - b. Using SIP in Hard or Soft form Control Table and Standard Application Logic to be generated in required formats for further use.
  - c. 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.
  - d. 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.
- k) Computerized 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:
  - a. Square Sheet Tests
  - b. Negative Tests as required
  - c. Functional Tests

- l) 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.
- m) 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.
- n) 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**

- a) All relevant Documents in Hard Copy form and on Electronic Media shall be made available to REL at different stages of the progress of business.
- b) All the documentation i.e. set of documents provided on paper, or online, or on digital or analog media, such as audio tape or CDs will be property of REL after completion of the project.
- c) 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. (specific for category –III)

### **3.7 Commercial Terms & Conditions:**

#### **Category – I: For Consultants**

- a) For long term projects, phase wise payments will be released on completion of milestones to be decided at the time of award of work or as approved by the competent authority at the time of award of work.
- b) No local conveyance and TA/DA within greater city limits will be applicable.
- c) TA/DA for consultant work, will be reimbursed only if REL asks consultants to visit/survey/study any location beyond greater city limits, TA/DA will be reimbursed on production of original documents as per RailTel's policy. Each work order will be considered a project and TA/DA shouldn't exceed 15% of the work order value.
- d) Goods and Service Tax (GST), as applicable, will be paid extra.
- e) All payments will be made subject to TDS (Tax deduction at Source) as per the income-Tax Act, 1961 or later and other taxes if any as per Government of India rules.

#### **Category – II: For Project Execution**

- a) For long term projects, phase wise payments will be released on completion of

milestones to be decided at the time of award of work or as approved by the competent authority at the time of award of work.

- b) The payment criteria may be modified as per the payment terms received from client of the project
- c) Different Options of Procurement, Support and Usage may be worked out and indicated, which includes:
  - (i) One Time Procurement by REL and thereafter Regular Payment for Services Taken, Support & Upgradation (Capex Model) OR
  - (ii) Installation by BP in REL/RailTel's'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
  - (iii) Installation by BP in REL/RailTel's Premises at BP's Cost and Sharing of Revenues in agreed proportion between REL and BP.
- d) Goods and Service Tax (GST), as applicable, will be paid extra.
- e) All payments will be made subject to TDS (Tax deduction at Source) as per the income- Tax Act, 1961 or later and other taxes if any as per Government of India rules.

### **Category – III: For Railways SigDACs**

The payment will be subjected to following clauses and terms and conditions as agreed at the time of award of work:

- a) 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.
- b) Cost of Services, Training & Information Dissemination Workshops, Carrying out the Pilot Projects and Technical Presentations shall as indicated in the offer.
- c) 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 milestones or Satisfactory Completion of an Activity.
- d) Different Options of Procurement, Support and Usage may be worked out and indicated, which includes:
  - (i) One Time Procurement by REL and thereafter Regular Payment for Services Taken, Support & Upgradation (Capex Model) OR

- (ii) Installation by BP in REL/RailTel'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
- (iii) Installation by BP in REL/RailTel's Premises at BP's Cost and Sharing of Revenues in agreed proportion between REL and BP.

## 4. 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	Documents to be Submitted
1	The applicant should be an established firm operating in India for last 3 years (2014-15, 2015-16 & 2016-17).	Certificate of Incorporation or Any other Relevant Document.
2	The cumulative turnover of the applicant over last 3 years (2014-15, 2015-16 & 2016-17) as per the consolidated financial statement: 1. Category I: above 2 crore 2. Category II & III: Above 10 crore 3. All Category : Above 10 crores	Copy of Audited Balance Sheets and CA certificate
3	The company must have positive net worth in last 3 years (2014-15, 2015-16 & 2016-17).	Copy of audited document or CA certificate indicating net worth.
4	The applicant should be Limited company/Private Limited Company, partnership/Joint Venture firm or a company registered with the Registrar of Firms / Registrar of Companies (as applicable).	Partnership Deed/Memorandum and Article of Association or any other relevant document from Government authority.
5	The applicant must have undertaken & completed at least 2 assignments in last 3 years (2014-15, 2015-16 & 2016-17): Category – I : 10 Lakhs Category – II : 20 Lakhs Category – III: 20 Lakhs All Category : 30 Lakhs	Work orders/certificates specifying "completion" or "satisfactory work in progress" <b>only in the relevant field/category applied for in the domain of signalling or related services</b> OR Reference details on the applicant's letter head with contact details for verification.



S. No	Attribute	Documents to be Submitted
<b>6</b>	The applicant should be an authorized firm having GST Registration	GST Registration Certificate/copies
<b>7</b>	The applicant should not have been blacklisted by any of the Central Govt/PSUs/State/Govt/Statutory Body for the past 2 years.	Self-Declaration Document on letterhead of the company
<b>8</b>	The applicant shall have active professionals on company payroll as below: Category – I: 10 Category – II: 20 Category - III: 20 All Category : 40	Certificate issued by HR / Authorized signatory along with name of professionals.

## **5. Information to Applicants**

### **5.1 Period of Empanelment**

- a) The validity period of empanelment will be 5 years from the date of Letter of Intent (LoI) issued to the firm.
- b) The period of empanelment may be extended YoY basis for a period of two years maximum on terms mutually agreed between REL and empanelled partner.
- c) REL will review the performance of the partner on half-yearly basis taking into account the market potential and development, However, RailTel reserves the right to terminate empanelment as per clause 6(c, d, e, g & I)(general terms and conditions) and clause 3.3(I).

### **5.2 Earnest Money Deposit**

- a) The applicant for the empanelment shall furnish EMD (Rs.1,0 lakh for category 1, Rs.2.0 lakh for category 2, Rs. 2.0 Lakh for category 3 and Rs. 3.0 Lakh for all categories ) in the form of Demand Draft in favor of RailTel Enterprises Limited payable at Gurgaon/New Delhi.
- b) EMD of unsuccessful bidders will be released/returned within 30 days from the date of issue of LoI to successful bidders without any interest thereon.
- c) EoI document fee/cost is non-refundable
- d) The applicants shall hold the offer open till such date as specified in this EoI. It being understood 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.
- e) 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, payable at New Delhi (India) from SBI or a Nationalized Bank or a schedule Commercial Bank operating in India along with original copy of EoI document.

- f) 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 REL.
- g) The EoI not accompanied by Earnest Money will be summarily rejected.
- h) On receipt of Letter of Intent (LoI) of EoI from REL, the applicant shall, within a period of 30 days, submit the security deposit of INR 5, 00,000 (INR Five 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.
- i) On receipt of BG, EMD will be refunded without any interest. BG should be valid for a period of empanelment plus three months.
- j) Registered MSME/NSIC firms will be exempted from EoI Fee/EMD as applicable government norms i.e. certain benefits / preferential treatment shall be extended to the registered MSMEs/NSIC as per guidelines issued in the latest notification of Ministry of MSME/NSIC/ Government of India. MSMEs who are interested in availing themselves of these benefits should enclose with their offer the proof of their being MSME registered with any of the agencies mentioned in the notification of Ministry of MSME and must also indicate the terminal validity date of their registration. For exemption in EMD for MSME registered agencies-they will be empanelled in that particular area of work upto a particular value and period, depending on the details available in the registration certificate.

### **5.3 Guideline for preparation of response to this EoI**

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

- a) Bidders are requested to study the EoI document carefully and apply for the category applicable.
- b) 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.
- c) 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.
- d) Excel sheet containing details of orders along with Value should accompanied the bid document.

- e) CA Certificate/Undertaking on letterhead should be submitted for turnover of the company as asked in EoI document.
- f) Bidders not qualifying eligibility criteria will be rejected.
- g) Bid document submitted should be properly page numbered with index.
- h) All pages of bid document should be signed along with EoI document by the authorized signatory.

#### **5.4 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:

- a) Arbitration cases pending
- b) Disputed incomplete work
- c) Pending civil cases against the applicant or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings
- d) Pending criminal cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.
- e) Punishments awarded under civil cases or criminal cases involving moral turpitude in relation to business dealings.

#### **5.5 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/RailTel, and includes collusive practices artificial non-competition levels and to deprive REL/RailTel 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 and EMD or BG will be encashed.

### **5.6 Unsolicited EOI:**

Following offers are called unsolicited. All such EOI offers 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.

### **5.7 For Technical Competency:**

The applicant should submit work orders copy along with completion certificate of having satisfactorily executed 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.

## **5.8 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:

- a) Any amendment shall be issued in writing through addenda.
- b) Addenda shall be hosted on RailTel'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.
- c) Any such modification will overrule the original version and previously modified version.
- d) REL, at its discretion, may extend the deadline for submission of EoI, after considering the materiality of the amendment.

## **5.9 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 RailTel/REL or its clients without the prior written consent of RailTel/REL.

### **5.10 Non - Exclusivity**

REL and Empanelled Partner shall collaborate and work together on a non-exclusive basis for the Project. It is specifically understood by the parties that the arrangement between the parties in this Agreement shall be on non-exclusive basis. The parties may enter into similar arrangements with any third party.

The Parties acknowledge that the scope of this EoI is limited and nothing herein shall be deemed to:

- a. Confer any right or impose any obligation or restriction on either Party with respect to any other project effort or marketing activity at any time undertaken by either Party hereto, jointly or separately, which does not pertain to the Project/EoI; or
- b. preclude either Party hereto from soliciting or accepting any prime contract or subcontract from any third party under any other project; or
- c. Limit the rights of either Party to promote, market, sell, lease, license, or otherwise dispose of its standard products and services.

### **5.11 Arbitration**

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 Chairman & Managing Director, RailTel Corporation of India Limited. The place of arbitration shall be New Delhi and the language used shall be English.

### **5.12 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 or 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.

### **5.13 Jurisdiction**

This EoI shall be governed by the laws of India and competent court at New Delhi has exclusive jurisdiction.



## 6 General Terms and Conditions

- a) The empaneled partner needs to sign an NDA with REL as per RailTel'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 verify the particulars furnished by the applicant independently, if any of the information, furnished by the applicant, is found incorrect at a later stage, REL may forfeit the EMD or encash the Bank Guarantee or the bidder may have to borne the losses incurred by REL.
- d) 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.
- e) If the business partner is unable to quote against any query floated by REL, Regret letter must be sent, failure to do so repeatedly may result in deletion of the business partner's name from the approved list of Business Partners. BG may also be en-cashed in such case.
- 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) The bids will be opened in the presence of bidders' representatives (only one) who choose to attend the Bid opening sessions as per due date and time mentioned in tender notice. The bidders' representatives who are present shall sign a register evidencing their attendance.
- n) EoI should be valid for a minimum period of 180 days from the date of opening of tender.
- o) Printed conditions on the backside of the offers will be ignored.
- 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:
  - (i) The applicant should have adequate legal status for entering into a contract.
  - (ii) 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.
  - (iii) 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.
  - (iv) The applicant would be required to give a declaration that they have not been banned or blacklisted/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.

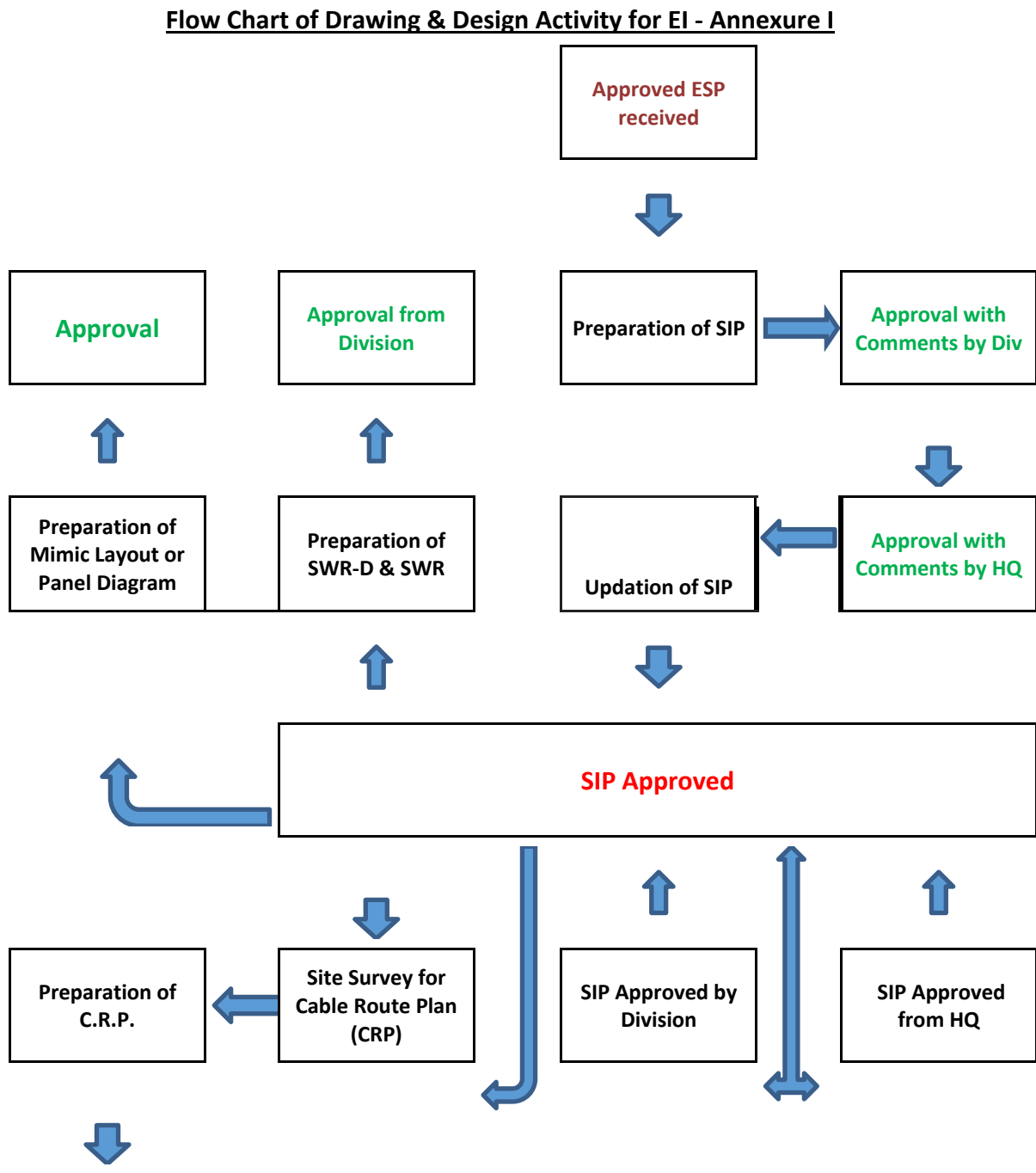
**v) Quotations for Imported items:-**

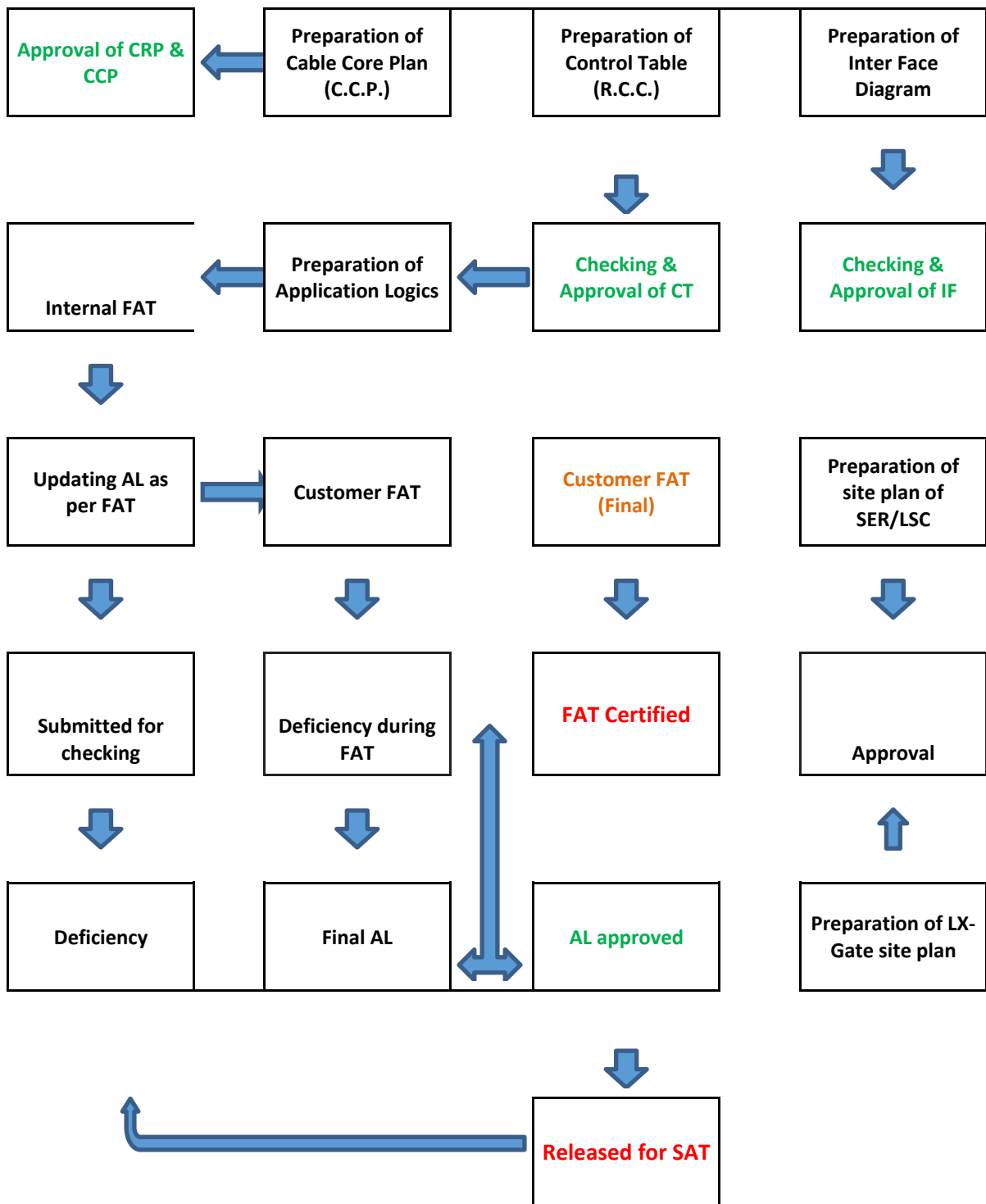
1. Imported Stores offered by Indian Agents in Indian Currency: Any authorized dealer / agent / recognized industrial distributor quoting on behalf of their Foreign principal in Indian Rupees shall have to comply with the following:-

- 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.

## 7 Annexures

### 7.1 Annexure 1: Flow Chart/Process for Design of Signalling & Interlocking System (Applicable for Category – III Only)





## 7.2 Annexure 2: EoI Format

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

- a) The cover letter in the format mentioned in Annexure 3 should be part of the expression of interest being submitted.
- b) Applicant must include the EoI 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 5.2.
- c) 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.
- d) The applicants need to provide the details of the point of contact who shall be contacted from RailTel for any matter pertaining to the empanelment or the EoI process in the future.
  - a. The format in which the details are to be furnished is mentioned below/next page:

**(PLEASE USE BLOCK LETTERS TO FILL THE TABLE BELOW)**

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

1. 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:

<b><u>Applicant's Profile Form</u></b>		
Type of Business Partner ( Please Tick as applicable)	Consultancy	
	Project Execution	
	Railway Signalling	1. Signalling Plan & Design 2. Software Tools 3. Information Dissemination & 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:	



2. 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 Limited. 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:

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 Design Automation & Computerized Simulation System					
Consultancy					
Project Execution					

## 7.3 Annexure 3: Cover Letter Format

COVERING LETTER  
(to be on company letter head)

Reference No: **No: REL/CO/2018/Eol/Sig. BA/433 dated 18.04.2018**

To,

**Eol In-charge,  
RailTel Enterprises Limited  
Plot No-143, Sector-44  
Gurgaon, Haryana - 122003,**

Dear Sir,

**SUB: Empanelment of Business Partner**

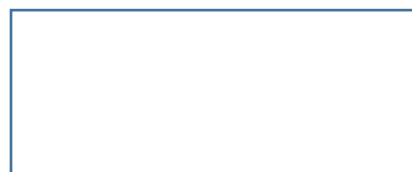
Having examined Eol document bearing the reference number **No: REL/CO/2018/Eol/Sig. BA/433** dated 18.04.2018 released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to empanel our organization as a Business Partner in conformity with the said Eol. If our offer is accepted, we undertake to abide by all the terms and conditions mentioned in the said Eol over the period of empanelment.

We have enclosed a demand draft towards EMD for INR XX, XX,XXX/- (Rupees XX Lakh Only) and INR 1180/- (Rupees One Thousand One Hundred Eighty Only) in towards Eol Fee/cost, in favor of RailTel Enterprises Limited, payable at New Delhi.

We hereby declare that our offer is valid for 180 days from date of opening of Eol and 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 offer against Eol is liable to be rejected.

Date:

Signature with seal –



(In the box)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

## 7.4 Documents Checklist

S. No.	Document Name	Page No
1	Eol Fees Demand Draft	
2	EMD Demand Draft	
3	Covering Letter indicating validity of Eol	
4	Certificate of Incorporation	
5	Turnover certificate	
6	GSTIN Registration Document	
7	Non - Blacklisting declaration	
8	Summary about Work-orders attached	
9	Affidavit for Criminal Background	
10	Applicant's Profile Form	
11	Declaration regarding engagement of middleman as per clause 6(i)	
12	Declaration as per clause 6 (k)	
13	Details about key person in the category applied for as per clause 5.7(c)	
14	Duly Filled Form as per clause 7.2 (2)	
15	Authorization letter for signing and submission of the bid	

## 7.5 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
15	SigDACs	Signalling Design Automation & Computerized Simulation System
16	REL	RailTel Enterprises Limited