

RailTel Corporation of India Ltd
(A Mini Ratna PSU under Ministry of Railways)



NOTICE INVITING EXPRESSION OF INTEREST (EOI),

No: RCIL/EoI/TCAS/2021-22

Dated 07th January 2022

Expression of Interest (EOI) for **Selection of Business Partner (For Consortium)** for execution of Train Collision Avoidance System (TCAS) work for Indian Railways with RailTel Corporation of India Limited

Issued by:

RailTel Corporation of India Ltd

(A Mini-Ratna PSU under Ministry of Railways)

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Disclaimer

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

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

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Notice Inviting EOI

Railtel corporation of India limited invites offers from OEMs/RDSO approved manufacturers for item TRAIN COLLISION AVOIDANCE SYSTEM as per RDSO Specs RDSO/SPN.196/2012 ver3.2 for finalization for consortium partner to bid TCAS tenders on Indian Railways (as Consortium Bid).

SCHEDULE OF EVENTS FOR THIS PROCESS ARE AS UNDER:-

1	EOI Document Availability	EOI document can be downloaded from website http://www.railtelindia.in or https://railtel.enivida.com from 07/01/22 onwards till last date of submission of the EOI.
2	Cost of the EOI Document	Nil
3	Mode of Submission of Eoi response	E-Eoi response submission only at https://railtel.enivida.com
4	Submission of Eoi documents	14/01/2022 before 15:00 Hours
5	Opening of Eoi documents	14/01/2022 at 15:30 Hours
6	Number of copies to be submitted	1
7	Earnest Money Deposit (Refundable)	Nil

Pre participation conference can be held with RailTel for any query/clarification regarding EOI terms and conditions, if any participating OEM's TCAS equipment manufacturers may contact following officials of RailTel, In case of any query/clarification

Name: Sh. Neeraj Gupta
Designation: GM/Singalling Projects/RailTel
Contact: 782594068
Email: neerajgupta@railtelindia.com

Name: Sh Hemant Yadav
Designation: DGM/Mktg. /RCIL.
Contact: 9717644137
Email: hemantyadav@railtelindia.com

Name: Sh. Akash Barha :
Designation: Sr. Manager/Mktg./RailTel.
Contact: 9717644170
Email: akash@railtelindia.com

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

1.0 About RailTel Corporation of India Limited (RCIL)

RailTel Corporation of India Ltd (RailTel) is one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optic fiber network on exclusive Right of Way (ROW) along Railway track. The OFC network over 55000 RKMs connecting over 4500 towns & cities of the country including several rural areas. With its Pan India high capacity network, RailTel is working towards creating a knowledge society at various fronts. The portfolio of services provided by RailTel includes Data Centre & DR services, Tele-presence as a service, NLD services, IP-1 services, Internet, and Broadband services on a pan-India basis.

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

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 gamut of **VPN & Internet services**. The network has been built using high end carrier grade routers and switches riding on latest high capacity DWDM/SDH transmission network having capacity up to multiple 100G. 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.

2. Preamble

To optimize the line capacity and enhance safety and efficiency of Train Operations on its vast Rail Network Modernization of Infrastructure through induction of Modern Signaling and Train Control System is a priority area of Indian Railway. Such systems are also being installed in a big way as a part of other Major Infrastructure Projects.

This entails massive project delivery on Rail Network in this area. RailTel plans to establish a formidable presence in this domain involving planning, designing, execution and commissioning i.e. complete project delivery of modern signalling and telecom projects for different Railway Systems/ associated subsidiary unit/PSUs.

RailTel has executed major telecom sector projects, OFC System, MPLS Project, IT Systems, and Data Centre etc. and has a major presence in Telecom and IT Sector. RailTel is also in the field of Modernization of Signalling and Telecom and is rapidly expanding its footprint in this domain. Railtel has capacity and capability to take up Turn Key Projects of Modern Railway Signaling & Telecommunication related with Safety enhancement, efficiency and capacity improvement such as-

TCAS is one of their project which RCIL wants to execute on the Trunk project with OEM/TCAS Equipment manufacturers

Train Collision Avoidance System (TCAS) as detailed in the scope of work is an important modern Signalling system (Computer based) designed indigenously in association with RDSO, under ministry of Indian Railways, for Train Safety. These systems become an essential safety requirement at higher speeds as already planned on important routes on Indian Railways and are therefore being progressively inducted on Zonal Railways.

In this regard for execution of works related to Train Collision Avoidance System (TCAS) and for associating for participating in such future tenders of various Zonal Railways/Other Railways along with Railtel, in accordance with customer requirements, RailTel proposes to empanel business partner/associates through this Expression of Interest (EOI) from interested Companies/Enterprises with domain experience of having executed automatic Train Protection System (TPWS/ETCS/TCAS) on any Railway/Metro Network. Railtel may also enter into a suitable consortium/JV with business partner/associate

For bidding and executing such specific major TCAS works of IR normally share of consortium partner & RCIL to bid TCAS tender on IR will be 60:40, however concerns of partner, if any may be discussed mutually and addressed.

Note:

In any case the tender/RFP in future published by IR will have any changes in specs/technical/delivery or any aspect which is required for the full implementation of the entire system of TCAS will supersede that technical and financial aspect of this EOI as well. The final aspect shall be governed by IR RFP.

Selected Business Partner will be required to submit the security deposit to bid TCAS tender in IR amount to Rs. 10 lacs to RailTel as security deposit to RailTel for exclusive partnership with RailTel.

Consortium partnership based PBG/EMD and other financial criteria will be part of consortium agreement and as per the IR's RFP.

3. SCOPE OF WORK-

3.1 Brief outline

Train Collision Avoidance System (TCAS) shall conform to RDSO Specification No RDSO/SPN/196/2012Ver. 3.2 or latest. It shall broadly involve following components:-

- a. Design, manufacturers, test, supply, installation, configuration, and commissioning of
 - i. On board TCAS equipment, DMI unit, radio equipment including antenna, all other associated equipment's in locomotives of different types , interfacing with brake unit of the loco ,in a fail safe manner, in Electric/ Diesel Loco's in nominated loco sheds
 - ii. Trackside TCAS equipment at stations /Level crossings/ Auto Huts/IB locations and its interface with existing signal interlocking's/ circuits of electronic or relay based and all other associated work.
 - iii. Towers and radio equipment's at stations, radio line up.
 - iv. Networking and NMS in control office.
 - v. RFID tags at stations and block section and their configuration as per design prepared
- b. Detailed survey and data preparation of the railway section, system configuration based on the same.
- c. Preparation and Submission of Application Safety Case Documents.
- d. All other work involved for complete TCAS system as per site and specs,, Integration, Testing and commissioning of the entire system and handing over to Railways.

3.2 DESIGN:

Design of on board TCAS equipment's in locomotives & trackside TCAS equipment at station/LC/IB locations along with associated works for Train Collision Avoidance System (TCAS) shall conform to RDSO Specification No. RDSO/SPN/196/2012 Version 3.2 or latest. (TCAS) equipment consists of (a) Station TCAS (b) Loco TCAS (c) IB/LC TCAS & their associated equipment's such as Radio modems, Radio Antenna, GPS Antenna, OFC interfaces, NMS interfaces, DMI, Brake interface unit, RFID tags, RFID reader etc.)

3.3 SUPPLY & INSTALLATION OF SOFTWARE:

All software required for the Project shall be either customized OR standard system packages shall be supplied by the contractor for this work. This shall include all application software, systems software whether written for station/Loco/Way side (LC gate/IB etc.) TCAS and customized system software packages or any other software required for interfacing.

3.4 BUILDINGS, TOWER & INTERIOR DESIGN:

For installing station/Loco/Way side (LC gate/IB etc.) TCAS and TOWER's, accommodation of suitable sizes shall be provided by the Railways. EoI responders shall submit the interior design and equipment layout plan along with necessary supply of furniture & furnishing items as approved by Railways. Necessary space for accommodation will be provided by Railways.

3.5 NETWORK EQUIPMENTS:

Supply and installation of hardware equipment's like Servers, Storage, workstations, printers, LAN & WAN equipment including Data switches, routers, modems, event loggers, cables etc., Power equipment (UPS) with provision of Automatic change over arrangement, Installation and wiring of all hardware at Station's/LC's/IB's, wiring of Dual LAN, WAN, power equipment's, Testing and commissioning of equipment at Station's/LC's/IB's/Loco's and Integration of all system modules.

3.6 DOCUMENTATION:

Supply of all documentations, details of hardware along with their technical details and description, list of fault diagnostics, Maintenance procedures, Maintenance manuals, In house Test Reports etc. This also includes supply of programming & instruction manuals.

3.7 WARRANTY:

OEM/TCAS manufacturer should provide FREE OF COST Comprehensive Warranty and maintenance of hardware and software for a period of two years from the date of installation of entire system based upon issue of completion certificate on satisfactory acceptance by Indian Railway or else as per the tender document based validity period floated by NR and NCR for TCAS.

3.8 Role and Responsibility of Firm/Organization as a Business Partner (BP)

- a) Firms are responsible for reading the EoI document carefully and understand that firm submitting bid is in the domain of Railway Signalling and related services and thereafter shall be empaneled as Business Partner (BP). The BP shall respond to each request for quotation (including cost, technical capabilities, man-hours and other details) raised by RailTel within stipulated time mentioned in request letter, in case empaneled partner is not able to respond for some reasons he must send regret letter through post or email.
- b) The empaneled partners shall support RailTel in preparation of the tender response.
- c) The empaneled partners shall provide training to the client personnel during the transition phase of the project (if required).

- d) The empanelled partners must ensure fulfilment of regulatory compliances, and licenses for the services being offered. In this regard empaneled partner shall indemnify RailTel against any non-compliance.
- e) 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 RailTel /User's premises. All equipment will be used only for the purpose of carrying out legitimate business of RailTel /User's organization and will not be put into any other use.
- f) 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 empaneled partner will indemnify RailTel of any infringement of third-party rights be they under the Patents Act or the IPR.
- i) The empaneled partners shall inform Railtel if any business opportunity is identified for a partnership to compete for a project.
- j) The empaneled partners, when participating in a tendering process in consortium with RailTel, shall be responsible for any inaccurate or incorrect information furnished as part of the bid submission. Further, the empaneled partner shall solely bear the consequences of the same.
- k) The services of empaneled partner under this EoI can also be used by wholly owned subsidiaries of RailTel.
- l) The empaneled partner will not outsource the work to any other associate/franchisee/third party without prior permission of RailTel. If so, happens without permission, then Railtel 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.
- m) RailTel partner shall deliver training as per the training schedule and ensure that objectives of training are met.
- n) RailTel Partner shall assess the needs of training in the Signalling and related industry and design the training programmes and propose to Railtel for approval for conducting the training.
- o) RailTel Partner shall maintain all the documents pertaining training and submit to Railtel for records and follow up.

3.10 Role of RailTel

- a) RailTel shall arrange necessary Domain Knowledge Professionals for associating in establishing and setting up this business activity with the BP.

- b) RailTel shall facilitate empaneled partners as consultant, if required, for deemed basic necessary infrastructure like office space and other facilities for completing the work in stipulated time.
- c) RailTel 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.

4.0 QUALIFICATION FOR PARTICIPATION

4.1 TECHNICAL ELIGIBILITY CRITERIA:

1. The ISO 9000 certified firms, who have been approved for TCAS equipment by RDSO to Indian Railway Design, Manufacturer and supply TCAS equipment of as per RDSO specification no. RDSO/SPN/196/2012 Version 3.2 or latest.

The Participation firms should have sufficient capability to manufacturer, test and supply TCAS system required for a Rail section of minimum of 500 Km per annum.

4.2 FINANCIAL ELIGIBILITY CRITERIA:

- 4.2.1 The cumulative turnover of the Applicant should be minimum Rs 50 Crores in the last three Financial Years i.e., FY 2018-19, FY 2019-20 and FY 2020-21. Copy of Audited Balance Sheet should be submitted in this regard. Provisional Revenue/Expenditure reports/Provisional Balance sheet should be duly certified by CA.
- 4.3 A Copy of Work Order & Work/Service Commissioning Certificate issued by Work Awarding Organization is to be submitted with EoI. Also, Contact Details of concerned person i.e. Name / Designation / Contact Number / Official Email ID, of the Work Awarding Organization needs to be mentioned.
- 4.4 The Applicant should not be blacklisted by any State / Central Government / PSU / Autonomous Body on the last date of submission of EOI. Self-Declaration is to be submitted in this regard.
- 4.5 There should not be any ongoing or past, arbitration case(s) between Railtel and Applicant on the last date of submission of EOI. Self-Declaration is to be submitted in this regard.
- 4.6 The Applicant should have a valid Corporate Identification Number (CIN), Permanent Account Number (PAN), Taxpayer Identification Number (TIN), Goods and Service Tax Identification Number (GSTIN), on the last date of submission of EOI. Copy of documents in this regard is to be submitted.
- 4.7 The Applicant should submit 'Acknowledgment Copy' of Income Tax Returns for last three Financial Years (FY 2017-18, FY 2018-19 & FY 2019-20)

5.0 Proposal Preparation and Submission Cost

- 5.1 The Applicant is responsible for all costs incurred in connection with participation in this EOI process, including, but not limited to, cost incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Railtel to facilitate the evaluation process or all such activities related to the EOI response process. Railtel will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This EOI document does not commit to award a contract or to engage in negotiations.

6.0 Earnest Money Deposit (EMD)

Bid Declaration form in lieu of EMD (format at annexure 6)

7.0 Pre-EOI response Clarification(s)

- 7.1 Any clarification(s) regarding the EOI document can be submitted to Railtel through email communication only, to the email IDs, and on or before the timelines, mentioned in this EOI document. The clarifications sought should be strictly submitted in below format.

S. No.	Page No.	Clause No.	Statement as per EOI	Query by Applicant	Justification for query

The Applicant should mention his/her Organization Name, his/her Name and Contact details in the email signature. Subject of the mail should be: 'Request for Clarification' for EOI'

In the email seeking clarification(s), Applicant should also mention alternative contact person details. Any request(s) for clarifications received after the expiry of the date and time mentioned in the EOI may not be entertained by Railtel. Further, Railtel reserve the right to issue responses / clarifications / corrigendum.

It may be noted that there will no physical pre-EOI response meeting owing to the pandemic circumstances. The pre-EOI response meeting will happen through Web Video-Conferencing Platform only e.g. WebEx (Cisco) etc. In order to check unauthorized entry in the Web Meeting, the details of the platform and the meeting link will be shared with those organization's only, who has submitted 'Request for Clarification' through email on the email IDs , as mentioned in this EOI document.

It may be also noted that during Web Video-Conference Pre-EOI response meeting, discussion will be done for those 'Request for Clarifications' only, which are received within the stipulated time, in the format and on Railtel Person's email ID, mentioned in this

document. In case, no 'Request for Clarification' is received by the stipulated time, Railtel reserves the right to further proceed without arranging any Pre-Eol response meeting.

8.0 Amendment to EOI Document

8.1 At any time prior to the deadline for submission of Eol responses, RailTel, may, for any reason can modify the EOI document by an amendment. All the amendments made in the document would be informed by displaying on Railtel's (www.railtelindia.in) /RCIL(www.railtelindia.com) website only. The Applicants are advised to visit the Railtel website on regular basis for checking necessary updates. Railtel also reserves the rights to amend the dates mentioned in this EOI for Eol response process. Railtel may, at its discretion, extend the last date for receipt of Eol response.

9.0 Eol response Validity Period and Empanelment Validity

- 9.1 Eol response shall remain valid for the period of **180 days** from the date of submission of EOI as mentioned in this EOI document.
- 9.2 Railtel may request the Applicant(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing through e-mail communication only.
- 9.3 This empanelment will remain valid for Three years from the date of empanelment or till contract validity of business earned by consortium partnership by RailTel with Empaneled party whichever is later.

10.0 Right to Terminate the Process

10.1 Railtel may terminate the EOI process at any time without assigning any reason. Railtel makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EOI does not constitute an offer by Railtel. The Applicant's participation in this process may result in Railtel selecting the Applicant to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by Railtel to execute a contract or to continue negotiations. Railtel may terminate negotiations at any time without assigning any reason.

11.0 Language of Eol response

11.1 The Eol response prepared by the Applicant and all correspondence and documents relating to the Eol responses exchanged by the Applicant and Railtel, shall be written in English Language, provided that any printed literature furnished by the Applicant in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the Eol response, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Authorised Signatory of the Applicant.

12.0 Documents Comprising of Eol response

12.1 Applicant shall furnish the required information in their Eol response (Single Packet) consisting Pre-Qualification documents, filled Annexure(s) and Commercial Proposal in specified format only. Any deviations in the Commercial Eol response format may make their Eol responses liable for rejection. The documents submitted in the Eol response should be in accordance with this EOI document and subsequent corrigenda (if any) issued till last date of submission. Please note, as the Eol response submission is through e-Tender portal hence, in the Eol response there is no need of uploading Signed & Stamped Copy of this EOI and subsequent corrigenda (if any) issued till last date of EOI submission, a Eol response submission by a Applicant will be considered that Applicant has read and agreed to all terms and conditions of the EOI and subsequent corrigenda (if any) issued till last date of EOI submission.

13.0 Submission of Eol response

- 13.1 A Single Packet Eol response system will be followed for this EOI Based on stipulated Qualifying Criteria. The Eol response should have a 'Index' at the starting and all pages of Eol response should be serially numbered and should be traceable as per the 'Index'.
- 13.2 Applicants in their own interest are advised to submit the Eol response well before the last date and hence to avoid any inconvenience at the last moment.
- 13.3 The Applicant may modify or withdraw its Eol response after submission, prior to the deadline-date and time prescribed for the Eol response submission in this EOI. Eol response withdrawal notices received after the Eol response submission deadline will be ignored, and the submitted Eol response will be deemed to be a validly submitted Eol response. No Eol response may be withdrawn in the interval between the Eol response submission last date and the expirations of the Eol response validity period. Withdrawal of a Eol response during this interval may result in the forfeiture of the Applicants EMD.
- 13.4 An Organization / Applicant can submit only 'One Eol response'. Submission of multiple Eol responses by a Applicant will lead to rejection of all of its Eol response.

14.0 Evaluation Process

14.1 RailTel will evaluate the responses to this EOI and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting documents / documentary evidence, may lead to rejection. The decision of Railtel in the evaluation of Eol responses shall be final. RailTel may ask for meetings with the Applicants to seek clarifications or conformations on their Eol responses which may subsequently require Applicants to submit additional documents as communicated by RailTel in writing over e-mail. Non-response to the clarifications/ additional documents sought by RailTel in time bound manner as mentioned by RailTel, will be treated as withdrawal of Eol response between the Eol response submission deadline and the expiration of the Eol response validity period. During the Eol response evaluation, RailTel reserves the right to reject any or all the Eol responses. Each of the responses / Eol responses shall be evaluated as per the criteria and requirements specified in this EOI.

14.2 On the basis of process mentioned in the Clause 14.1 mentioned above, the EoI responses will be evaluated.

14.3 Further, the commercial EoI responses will be called for later on from the technical qualified Applicant/s. Non-complied technical EoI response will be rejected.

15.0 Rights to Accept / Reject any or all Proposals

15.1 RailTel reserves the right to accept or reject any offer, and to annul the evaluating process and reject all offer at any time prior to award of the Contract, without thereby incurring any liability to the affected Applicants or any obligation to inform the affected Applicants of the ground for Railtel's action.

16.0 Period of the EOI

16.1 The contract duration shall be live for **3 years** with RailTel until otherwise terminated earlier or till contract validity of business earned by consortium partnership by RailTel with Empaneled party whichever is later.

17.0 Restrictions on 'Transfer of Agreement'

17.1 The successful Applicant shall not be allowed to assign or transfer its right in any manner whatsoever under the contract / agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the contract / agreement to any third party either in whole or in any part i.e. no sub-contracting / partnership / third party interest shall be created.

18.0 Suspension, Revocation or Termination of Contract / Agreement

18.1 RailTel reserves the right to suspend the registration, at any time, due to change in its own license conditions or upon directions from the competent government authorities.

18.2 Either party may terminate the agreement, by giving notice of at least Four (04) months in advance. The effective date of surrender of agreement will be four (04) months counted from the date of receipt of such notice by the other party.

19.0 Dispute Settlement

19.1 In case of any dispute, Standard dispute settlement clause in RailTel's Tenders which have been drawn from General Condition of Contracts/MOR may be adopted.

20.0 Governing Laws

20.1 The contract shall be interpreted in accordance with the laws of India. The courts New Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

21.0 Statutory Compliance

- 21.1 During the tenure of this Contract nothing shall be done by Applicant in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep Railtel indemnified in this regard.
- 21.2 The Applicant shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify Railtel or Applicant or CoR from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against Railtel or Its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising there from and/or related thereto.

22.0 Intellectual Property Rights

- 22.1 Each party i.e. RailTel / Applicant, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.
- 22.2 Neither party shall remove or misuse or modify any copyright, trademark or any other proprietary right of the other party which is known by virtue of this MoU in any circumstances.

23.0 Severability

- 23.1 In the event any provision of this EOI and subsequent contract with Applicant is held invalid or not enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of the contract and Annexure/s which will be in full force and effect.

24.0 Indemnity

- 24.1 The Applicant agrees to indemnify and hold harmless Railtel, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from :

- 24.1(i) Any misstatement or any breach of any representation or warranty made by Applicant or

- 24.1(ii) The failure by the Applicant to fulfill any covenant or condition contained in this contract by any employee or agent of the Applicant. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by Applicant pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by Applicant pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or
- 24.1(iii) Any compensation / claim or proceeding by any third party against Railtel arising out of any act, deed, or omission by the Applicant or
- 24.1(iv) Claim filed by a workman or employee engaged by the Applicant for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.
- 24.2 Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

25.0 Limitation of Liability towards RailTel

- 25.1 The Applicant liability under the contract shall be determined as per the Law in force for the time being. The Applicant shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Applicant and its employees, including loss caused to Railtel on account of defect in goods or deficiency in services on the part of Applicant or his agents or any person / persons claiming through under said Applicant, However, such liability of the Applicant shall not exceed the total value of the contract for project to be entered into between the Applicant and RailTel.
- 25.2 This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the Applicant is legally liable.

26.0 Confidentiality cum Non-disclosure

- 26.1 The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the MoU, server configuration, design and other related information and information relating to the contents to be transmitted to and from the servers of Railtel or Applicant or CoR. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.

26.2 Notwithstanding the foregoing, neither Party shall have any obligations regarding non-use or non-disclosure of any confidential information which:

26.2(i) Is already known to the receiving Party at the time of disclosure:

26.2(ii) Is or becomes part of the public domain without violation of the terms hereof.

26.2(iii) Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:

26.2(iv) Is received from a third party without similar restrictions and without violation of this or a similar contract.

26.3 The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement, or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law. Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.

26.4 This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

27.0 Data Ownership

27.1 All the data created as the part of the project shall be owned by RailTel on behalf of IR. The Applicant shall take utmost care in maintaining security, confidentiality, and backup of this data. Railtel on behalf of CoR, shall retain ownership of any user created / loaded data and applications hosted on the Applicant's infrastructure and maintains the right to request (or should be able to retrieve) full copies of these at any time during contract and up to Ninety (90) days from the date of termination of contract.

27.2 Confidential Information, Security and Data: Applicant will promptly, on the commencement of the exit management period, supply to RailTel or its nominated agencies the following:

27.3 Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code; any other data and confidential information created as part of or is related to this contract;

27.4 All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to RailTel or its nominated agencies, or its replacing vendor (as the case may be).

27.5 The Applicant shall retain all of the above information / data with them for Ninety (90) days after the termination of the contract, post which the Applicant has to wipe / purge / delete all information created or retained as part of this contract.

28. Exit Management

28.1. Exit Management Purpose

- a) This clause sets out the provision, which will apply during Exit Management period. The parties shall ensure that their respective associated entities carry out their respective obligation set out in this Exit Management Clause.
- b) The exit management period starts, in case of expiry of contract, at least 04 months prior to the date when the contract comes to an end or in case of termination contract, on the date when the notice of termination is sent to the Bidder. The exit management period ends on the date agreed upon by RailTel or Four (04) months after the beginning of the exit management period, whichever is earlier.

28.2 Confidential Information, Security and Data : Applicant will promptly, on the commencement of the exit management period, supply to RailTel or its nominated agencies the following :

- a) Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code; any other data and confidential information created as part of or is related to this contract;
- b) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to Railtel or its nominated agencies, or its replacing vendor (as the case may be).
- c) The Applicant shall retain all of the above information / data with them for One Hundred Eighty (180) days after the termination of the contract, post which the Applicant has to wipe / purge / delete all information created or retained as part of this contract.

29.0 General Terms and Conditions-

29.1 The empanelled partner will be required to sign an NDA with RCIL as per RailTel's policy.

29.2 RailTel reserves the right to accept or reject any or all application(s) without assigning any reason whatsoever. RailTel's decision in this regard shall be binding and final.

29.3 RailTel 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, Railtel may forfeit the EMD or forfeit the Bank Guarantee or the Applicant may have to borne the losses incurred by RailTel.

29.3 If the empanelled business partner is unable to quote against any query/RFP sent to empanelled partner by RailTel, Regret letter must be sent, failure to do so on 3 or more

occasions may result in deletion of the business partner's name from the approved list of empanelled business partners. BG may also be forfeited in such case.

29.4 Wherever required, specific MoU/agreement will be signed with respective partner for specific business opportunity (RFP/Tender/Bid).

29.5 The applicant after submitting the response to this EOI, agree with Railtel for honoring all aspects of fair trade practices.

29.6 The applicant shall bear all cost associated with the preparation and submission of the response to this EOI.

29.7 Applicant shall submit the details about engagement of Agents / Middlemen / Intermediary/ Consultants /Services providers and payments proposed to be made to them by the applicant as a part of the present EOI. The details shall also be incorporated as a part of Contact Document/ Agreement.

29.8 EOI should preferably be type written and any correction or over-writing should be initialed.

29.9 The applicant should furnish a list of its Partners/Directors and a declaration that such Partners/Directors have no interest in any other bidders/applicants in respect of the same tender.

29.10 EOI will be received through e-portal only.

29.11 The EOP will be opened in the presence of Applicant representatives (only one) who choose to attend the EOI opening sessions as per due date and time mentioned in EOI notice. The Applicant representatives who are present shall sign a register evidencing their attendance.

29.12 Printed conditions on the backside of the offers will be ignored.

29.13 GST Registration Number is must for Applicant.

29.14 Railtel 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, Railtel will have right to terminate the contract immediately by written notice to the empanelled firm.

29.15 In addition to above, the firm/agency desirous for enlistment should submit the following:

- a) The applicant should be a partnership firm, LLP or company and should have adequate legal status for entering into a contract. No Individual is allowed to participate.
- b) Applicant is required to give a declaration that they are 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.

- c) 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.

29.16 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.

29.17 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.

29.18 Cancellation of EOI. EOI may be cancelled under the following circumstance;

- a) Where there has been material change in the specifications.
- b) Where offer 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.

29.19 Payment will be released on back to back basis but mile stone basis i.e on receipt of payment from the customer.

EOI COVER LETTER

(On Organization Letter Head and Submitted with Technical Eol response)

Eol response ref No.: Date:

To,

General Manager / Projects

**RailTel Corporation of India Limited,
6th Floor, 3rd Block, Delhi IT Park, Shastri
Park Delhi - 110053**

Ref: EOI No. RailTel/Eol/..... Dt.

Dear Sir,

1. I, the undersigned, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof.
2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 90 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the successful Applicant for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I undertake, if our Eol response is accepted, to commence our services as per scope of work as specified in the contract document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Eol response together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Signature of Authorised Signatory

Name

Designation

Eol response Ref No. : Date:

Brief of work done in past of TCAS

(On Organization Letter Head and Submitted with Technical Eol response)

Eol response Ref No.:

Date:

Ref: EOI No. Railtel/Eol/..... Dt. 2020

S.No	Name of work	Description of work	Total Cost	Period	Remark
1					
2					
3					
4					
5					

**** LOA's/Completion certificates pertaining to the above works to be enclosed with EOI.**

Signature of Authorised Signatory

Name

Designation

Instructions to Applicants

e-Procurement is the complete process of eTendering from publishing of tenders online, inviting online EOI responses, evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://railtel.enivida.com/HomePage/loadSiteHomePage/EUEPkIINZVwIEihc-jDqBw>. The link of e-procurement portal is also given on our official Railtel portal i.e. www.railtelindia.in under TENDER TAB.

These will invite for online EOI responses. Applicant Enrolment can be done using "**Online Applicant Enrolment**".

The instructions given below are meant to assist the Applicants in registering on the e-tender Portal and submitting their EOI response online on the e-tendering portal as per uploaded EOI response.

More information useful for submitting online EOI responses on the eNivida Portal may be obtained at:

<https://railtel.enivida.com>

GUIDELINES FOR REGISTRATION:

1. Applicants are required to enroll on the e-Procurement Portal (<https://railtel.enivida.com/HomePage/loadSiteHomePage/EUEPkIINZVwIEihc-jDqBw>) click on the link "**Applicant Enrolment**" available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+Applicable GST. Once Paid, the Registration Fee is 'Non-Refundable'.
2. As part of the enrolment process, the Applicants will be required to choose a unique username and assign a password for their accounts.
3. Applicants are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the Applicants.
4. Upon enrolment, the Applicants will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**)

issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

5. Only valid DSC should be registered by a Applicant. Please note that the Applicants are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Applicant then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
8. After completion of registration payment, Applicants need to send their acknowledgement copy on our help desk mail id eprocurement@railtelindia.com for activation of account.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate Applicants to search active tenders by several parameters.
2. Once the Applicants have selected the tenders they are interested in, you can pay the Tender fee and processing fee (both NOT REFUNDABLE) (*the amount of Tender Processing Fee to be paid is displayed with the respective tender*) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Eol response documents etc. Once you pay both fees tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the Applicants through SMS / e-mail in case there is any corrigendum issued to the tender document.

PREPARATION OF TENDER (EOI RESPONSE)

1. Applicant should take into account any corrigendum published on the tender document before submitting their Eol responses.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the Eol response.
3. Applicant, in advance, should get ready the Eol response documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Eol response Original documents may be scanned with 100 dpi with Color option which helps in reducing size of the scanned document.

4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every Eol response, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the Applicants. Applicants can use “My Documents” available to them to upload such documents.
5. These documents may be directly submitted from the “My Documents” area while submitting a Eol response, and need not be uploaded again and again. This will lead to a reduction in the time required for Eol response submission process. Already uploaded documents in this section will be displayed. Click “New” to upload new documents.

SUBMISSION OF EOI RESPONSES

1. Applicant should log into the website well in advance for the submission of the Eol response so that it gets uploaded well in time i.e. on or before the Eol response submission time. Applicant will be responsible for any delay due to other issues.
2. The Applicant has to digitally sign and upload the required Eol response documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by Railtel.
3. Applicant has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. The server time (which is displayed on the Applicants’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the Eol responses by the Applicants, opening of Eol responses etc. The Applicants should follow this time during Eol response submission.
5. The uploaded tender documents become readable only after the tender opening by the authorized Eol response openers.
6. Upon the successful and timely submission of Eol response click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a Eol response summary will be displayed with the unique id and date & time of submission of the Eol response with all other relevant details.
7. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any Eol response opening meeting.

For any clarification in using eNivida Portal:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online EoI response submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.

Phone No. 011-49606060/9205898228

Mail id: - eprocurement@railtelindia.com

Annexure-04**DOCUMENT CHECKLIST**

S. No.	Document Name	Page No
1	Bid Declaration	
2	Covering Letter indicating validity of EoI	
3	Certificate of Incorporation	
4	Turnover certificate	
5	GSTIN Registration Document	
6	Non - Blacklisting declaration	
7	Summary about Work-orders attached	
8	Affidavit for Criminal Background	
8	Applicant's Profile Form	
10	Declaration regarding engagement of middleman as per clause 6(i)	
11	Declaration as per clause 6 (k)	
12	Details about key person in the category applied for as per clause 5.7(c)	
13	Duly Filled Form as per clause 7.2 (2)	
14	Power of Attorney/Authorization letter for signing and submission of the bid	
15	Copy of Bid document duly signed by authorized signatory on each page	
Bids to be submitted at- Railtel Corporation of India Limited, 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi – 110053		

Abbreviations

S. No.	Abbreviation	Meaning
1	BP	Business Partner
2	Eol	Expression of Interest
3	NLD	National Long Distance
4	ISP	Internet Service Provide
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	REL	RailTel Enterprises Limited
16	EI	Electronic Interlocking

Bid Security Declaration Format
(To be printed on letter head of bidder)

To,
The General Manager/Signal
Northern Region
RailTel Corporation of India Limited
SUB : BID SECURITY DECLARATION - REG.

Ref : 1. EOI No. _____ Dated. _____
2. Bidder's offer no. _____ Dtd. _____

I, _____ (Name of authorized Signatories), on behalf of
M/s. _____ (Bidder's name and
address), duly authorized to sign the tender document and enter into contract, if awarded, herewith
accept that if the bidder withdraw (or) modify our bid during period of validity, etc, the bidder will be
suspended/debarred/blacklisted for a period of one year/two years from the due date of the tender.

(Signature of Authorized Signatory)

Designation :

Name of Bidder :

Seal :