RailTel Enterprises Ltd

(A wholly owned subsidiary of RailTel Corporation of India Limited)

(A Mini Ratna PSU under Ministry of Railways)

NOTICE INVITING EXPRESSION OF INTEREST (EOI), EOI No.:

REL/EoI/SiGDACs/2020-21/09

Dated: 04.02.2021

Expression of Interest (EOI) for Signalling Design Automation & Computerized Simulation System (SigDACS)

Issued by:

RailTel Enterprises Ltd

(A wholly owned subsidiary of RailTel Corporation of India Limited)

Northern Region Office, 6th Floor,

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Disclaimer

RailTel Enterprises Ltd (herein after called the REL), is a wholly owned subsidiary company of 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 REL has taken due care in the preparation of information contained herein and believes it to be accurate, neither the REL 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 REL, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. The REL 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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EoI Notice

EoI No: REL/EoI/SiGDACs/2020-21/09 dated: 02.02.2021

1.	EOI Document Availability	EOI document can be downloaded from website http://www.relindia.in or https://railtel.enivida.com from 04-02-2021 onwards till last date of submission of the EOI.
2.	Cost of the EOI Document	Rs.1180/- (Including GST).
3.	Earnest Money Deposit (EMD) to be submitted along with EOI	Rs.2,00,000/- (Rupees Two Lakhs Only) by way of digital transaction at Railtel.enivida.com portal.
4.	Last date for requesting clarifications (Optional)	Up to 1100 Hrs on 11.02.2021 All communications regarding queries, if any, requiring. Clarification shall be sent through email following official: **Name: Vijay Serwal** Designation: GM/Signal/REL Contact:9717644430 Email: vijayserwal@railteltelindia.com **Name: Vijay Shekar** Designation: Addl.GM/Tech/REL Contact:782793602 Email: mvs@railtelindia.com
5.	Pre–EoI response Meeting (Through Web Video	At 1500 Hrs on 12.02.2021
6.	Last date of submission response to EOI	1500 Hrs on 19.02.2021
7.	Date &Time of Opening of EOI	1530 Hrs on 19.02.2021
8.	Mode of Submission of EoI response	E-EoI response submission only at https://railtel.enivida.com

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

1. About RailTel Enterprises Limited (REL)

RailTel Enterprises Limited" (REL) is a wholly owned subsidiary company of RailTel Corporation of India Limited (RCIL) - a "Mini Ratna (Category-I)" PSU under Ministry of Railways incorporated in August, 2014 keeping in view the expanding activities in project execution works for telecom and signaling in line with Para 12 of MOU between RCIL & Ministry of Railway which mentions following as one of the main objectives to be pursued by the company:

"To undertake design & development of railway signaling projects/systems, telecom works in new factories/workshops and also other works relating to railway electrification, power distribution systems, transmission lines, incidental civil engineering works etc. concerned with running of railways in India and abroad. However, for undertaking any electrification work which are within the purview of CORE, Allahabad, RailTel would seek prior approval of Board (CRB)".

REL is presently executing following Signalling Projects of Indian Railways: -

a) (EI works) of 13 station of N. Rly costing around Rs.120 Cr. The work has already been awarded and work is in progress.

b) REL/RCIL are also working on a highly modern Project of Provision of Automatic Train Protection - ETCS Level- II using LTE as Communication system for ETCS Level 2 signaling for the first time in the world (a Pilot Project awarded to REL by Railway Board) on four different Railway sections covering about 635 KM and 500 Locos at an estimated cost of about Rs. 1800 Cr. The work includes the end-to-end project execution and commissioning including life cycle support starting right from Project Planning, Survey, Resource Allocation, Preparation of Estimates, Tendering, Logistics, Implementation, PMC, Quality Assurance and Testing as per Rlys' requirements.

1.1 About RailTel Corporation of India Limited (RailTel)

RailTel Corporation of India Ltd (RailTel) is one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optical fiber (OFC) 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.

Equipped with an ISO 9001, 20000-1:2011 & 27000 certification, RailTel offers a wide gamut of managed telecom services to Indian Telecom market including Managed lease lines, Tower 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. Background of EOI

REL is an upcoming organization in the field of modernization of signaling & telecom continuously expanding its resources gradually depending upon the works being awarded for execution. REL has capacity and capability to take up Turn Key Projects of Modern Railway Signaling & Telecommunications related with Safety enhancement, efficiency and capacity Improvement such as-

a) Provision of Electronic Interlocking (EI) work including Civil/Building work.

b) Automatic Train Protection (ATP)- ETCS L-I & ETCS L-2.

c) Mobile Train Radio Communication System using LTE.

d) Provision of Modern Track Detection System SSDAC/MDAC.

e) Provision Universal Block interface using OFC for Block Proving

f) Laying of OFC cable and Networking.

g) Provision of Video surveillance system.

h) Interlocking of L C Gate with Approach warning.

i) Provision of Solar system.

"RailTel Enterprises Limited" (REL) proposes to automate the signaling design process which will substantially reduce the design process time and in turn expedite the implementation time. Building up capacity and capability to take up design and execution of Signaling related Projects through Business Partners will be a major area of REL's activities.

Railway Signaling is an extremely vital part of a Railway System specially for Safe and Efficient Train Operations, for generating Incremental Line Capacity and for providing Flexibility in Yard Operations.

With increasing demands on safe operations and efficiency & flexibility requirements, the Signaling & Telecom System have increasingly become more and more complex and require utmost care in Design, Verification, Testing Certification, Installation & Commissioning and subsequent Maintenance. The skills and knowledge in this specific area of Signaling & 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. Use of real time information for effective management of train operation in predictive maintenance are latest tools to used progressively. This will enable provision of error free Signaling system and within the time frame stipulated.

Signaling Design is a major area of concern from the angle of time taken, errors, re-work & modifications and associated delays. Complete Simulation testing with documentation and traceability cannot be ensured with present system of manual designing. Therefore, Design Automation Software Tools needs to be integral part of the REL's Design Centre with features ranging from Yard and Signal Configuration Plan to Control Tables to preparation of Application Logic with modules for Verification & Validation, Simulation Testing and Certification for various makes of Interlockings. REL therefore proposed to obtain one of such Signalling Design Automation System.

REL proposes to setup a **Signalling Design Center** which will substantially reduce the design process time and in turn expedite the implementation time. Also, accuracy of the design output increases considerably. REL is interested to obtain Design Automation from competent Bidders who would assist to develop software and tools for Signaling Design of Electronic Interlocking with Application Logic Generation, carrying out Verification, Validation, Simulation Testing and Certification for various makes of Interlockings.

This Expression of Interest is being floated to allow BIDDERS to submit Expression of Interest / EOI BID online under two revenue generating modes (a) OPEX and (b) CAPEX.

3. Scope of Work: -

3.1 OPEX Model

BIDDERS are being invited to submit business proposals for **Signalling Design Automation & Computerized Simulation System** (**SigDACS**) on a revenue sharing model with the broad features as outlined below: -

i. BIDDER may supply 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 (Ansaldo Microlok II, Siemens Westrace k-II, Siemens Westrace-VLM, Alstom VHLC, Kyosan K5BMC) as well as EI's which would be approved by RDSO in future *OR* Bidder may provide discrete **Software/Macro's** or do the design manually.

ii. All the costs relating to the supply of software, installation and commissioning, configuration for Indian Railway rules, license for usage etc is to be borne by the Bidder.

iii. The software/tools being proposed should be configured for Standard Indian Railway's Signaling & Interlocking Design Principles, Functionalities, Symbols, Concept and Circuits including Zonal

Railway Variations for specific applications of that Railway. It is the responsibility of the BIDDER to carry out these customizations and obtaining all such details from Indian Railways.

iv. BIDDER 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 and define a specific time limit within which the software tool would be made operational.

v. BIDDER shall deploy Competent Signaling Professionals for evaluating, understanding the requirements and undertaking the signaling design work and complete the same after going through as many iterative cycles as required by client to complete the requirements stipulated in this document for end clients of RailTel. BIDDER shall also train and develop technical and signal engineering officials of REL in usage of the software/tool. BIDDER is to provide access to this tool so that REL Experts can use the same to validate signaling design work as well as carry out fresh signaling design work as and when required.

vi. BIDDER shall customize and Deploy the Signaling Design Application software in any of the methods such as Bidder's own datacenter or RailTel Servers on premise to meet the requirements of usage by the Signaling Designers. The Administrative Software should have feature to Control Access & Use, Assign User ID & Authorization to Prepare or Check or Modify or Approve, Version Control & Document Change Tracking,

Measurement of usage based on number of successful designs and corresponding method of Costing for Payments etc. All the user created data relating to this project should be residing on RailTel Servers only.

vii. BIDDER shall deploy the proposed solution for Trial / Demonstration basis and develop one signaling design of a 4 Line station with the SIP as an input within 1 months from the date of submission of the Bid against this EOI by providing remote access or through WebEx. 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.

viii. Indian Railway's Signal Design Principles & Functionality, Symbols and Operating Rules shall be programmed in the Application by BIDDER. REL Signal Design Team shall validate the same before giving permission adoption into the Design Software. The resultant developed software will become customized for Indian Railways and will carry an Intellectual Property Rights to be held jointly by REL and BIDDER. This software cannot be sold or distributed by BIDDER without the written permission of REL. (Please refer Clause A.12.0 also).

ix. The system which shall be installed and operated by the Bidder should be able to perform the following.

1. 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.

2. Using SIP in Hard or Soft form and Control Table leading to Standard Application Logic to be generated in required formats for further use.

3. Standard Application Logic to be converted into the format required for use along with Electronic Interlocking Hardware of different brands & make after appropriate Compilation or Conversion.

4. 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.

x. Computerized Testing, Verification & Validation and Certification shall be done by the BIDDER as per SIL 4 safety Norms (EN 50126/EN50128/EN50129) /RDSO Standards to cover the following Tests of the Application Logic generated for a yard Layout:

1. Square Sheet Tests

2. Negative Tests as required

3. Functional Tests

xi. Simulation Test Module shall be checked with at least 3 Application Logics in the Pilot/POC stage for handing over the Application Logic for use on the Railway.

xii. The Tools used by the BIDDER 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 comply to the safety norms. This will reduce the mandatory multiple checks required for Design Approvals in the manual process.

xiii. Documentation for Application Logic Certification shall be prepared by the BIDDER as per CENELEC Norms/RDSO Standards will be used for submission to ISA/CRS as required.

xiv. Detailed Scope and Timelines are given in para 8.1.

3.2 CAPEX Model

Bidders are being invited to submit business proposals for **Signalling Design Automation & Computerized Simulation System** (**SigDACS)** on a CAPEX Model with the broad features as outlined below:

i. BIDDER shall supply a Tested and proven Signaling Design software 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 (Ansaldo Microlok II, Siemens Westrace Mk-II, Siemens Westrace-VLM, Alstom VHLC, Kyosan K5BMC) as well as EI's which would be approved by RDSO in future. Standard Indian Railway's Signaling & Interlocking Design Principles, Functionalities, Symbols, Concept and Circuits shall be configured along with Zonal Railway Variations are to be incorporated by the bidder and then handed over to REL team for operations phase.

ii. BIDDER shall submit a detailed Step by Step process giving Time Lines to meet the requirements, which the SIGDACS software is expected to deliver which includes Defining & Drafting Specifications & Language(s) to be used.

iii. The software proposed by the BIDDER should take inputs of **Signaling Interlocking Plan (SIP)** through a user interface module. Also, it should take inputs of all the Signaling rules of Indian Railways specified in GR and SR. BIDDER shall be responsible to collect all the requirements of Indian Railways including 16 Zonal Railways. This software tool should be able to generate the application logic which can be loaded into the Application program of the Electronic Interlocking. Also, it should be able to generate the Interface Circuits and VDU layout diagrams.

iv. BIDDER shall deploy Competent Software Professionals for understanding the requirements of all zonal railways of Indian Railways and for designing configuring/customizing the Software Tool for SigDACS as per the requirements indicated in this document as well as the requirement of Signaling design of Indian Railways. BIDDER shall also train and develop technical and signal engineering officials of REL in evaluating and understanding the user requirements and further development of the Software.

v. BIDDER shall customize and Deploy the Application to meet the Requirements of Signaling Design and after due Testing will Port the application on the Servers of REL, after obtaining approval of the competent authority of REL. The Administrative Software should have feature to Control Access & Use, Assign User ID & Authorization to Prepare or Check or Modify or Approve, Version Control & Document Change Tracking, Method of Costing for Payments etc.

vi. BIDDER shall deploy the proposed solution for Trial / Demonstration basis and develop one signaling design of a 4 Line station with the SIP as an input within 1 months from the date of submission of the Bid against this EOI by providing remote access or through Webex. 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.

vii. The selected BIDDER shall arrange **Interactive Workshops and Training** to personnel of REL and to those of REL's Clients in the initial stage of starting the Project and also during the transition phase as required. Five (5) REL personnel to be trained in Workshops (At least 5 different Station Yard Layouts) for two weeks which may be repeated twice.

viii. Application Logic for different typical Signalling & 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.

ix. Based on the Indicative Flow Chart/Process for Design of Signalling & Interlocking System (Annexure I) attached along with this Document, BIDDER 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.

x. Indian Railway's Signal Design Principles & Functionality, Symbols and Operating Rules shall be programmed into the Signaling Design 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. The resultant developed software will be become customized for Indian

Railways and will carry an Intellectual Property Rights to be held solely by REL This software cannot be sold or distributed by BIDDER without the written permission of REL.

xi. Signal Design Automation Tool shall be able to perform the following:
1) 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.
2) Using SIP in Hard or Soft form and Control Table leading to Standard Application Logic to be generated in required formats for further use.
3) 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.
4) 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.

xii. 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:

1) Square Sheet Tests

2) Negative Tests as required

3) Functional Tests

xiii. Simulation Test Module shall be checked with at least 3 Application Logics in the Pilot/POC stage for handing over the Application Logic for use on the Railway.

xiv. 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 comply to the safety norms This will reduce the mandatory multiple checks required for Design Approvals in the manual process.

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

xvi. Detailed Scope and Timelines are given para 8.2.

4. Roles and Responsibilities

4.1 For OPEX Model

BIDDER: - The BIDDER shall be required to provide the signaling design software/ as a service to REL along with required maintenance, systems and tools and the cost of software, licenses for access, usage and management, complete installation, commissioning, configuration to complete the readiness of the platform to be done by

BIDDER. The BIDDER should indicate the required infrastructure such as Servers, Memory, Storage, Network needed for the Application to be loaded. All required training for usage of this software is to be provided by the BIDDER.

REL: -REL shall provide the servers hardware with Operating System for loading of the Signaling Design Application Software. REL will provide the design team for operating this software. REL will also provide the requisite infrastructure - office space and Workstations, plotters printers, internet access etc. which will be required for the project.

4.2 For CAPEX Model

BIDDER: -The BIDDER shall be required to supply the software inclusive of all costs towards access, usage maintenance and management, complete installation, commissioning, configuration, testing, training and complete the readiness of the platform valid for lifelong. During this period REL should be able to use the software without any technical restrictions. There should be no hidden cost of licensing or usage applicable to the software by the BIDDER. All the features described above should be available for interlocking design of RDSO approved makes of EI listed under Scope of Work. BIDDER should configure all the General Rules & Subsidiary Rules and all variations across Zonal Railways during installation and commissioning activity. Incase REL requires any additional features / functionality other than what is defined in scope then the same may be procured at an additional cost by REL from the BIDDER.

REL: -REL shall provide the on-premises servers with due consideration for the authorization, authentication, performance, compliances etc. Also, REL shall provide the Signaling experts who will assist in understanding of the General Rules (GR) and Service Rules (SR) with variations for Zonal and Divisional as applicable. REL will also provide the requisite infrastructure - office space and Workstations, plotters printers, internet access etc. which will be required for the project

5. Qualification for Participation

5.1 Technical Eligibility Criteria:

Railway Signaling design organizations who are having a valid CIN number in India. Joint Ventures and Consortiums registered in India are permitted. In case of Foreign Bidder, the organization should have an Indian subsidiary. The Bidder should be working in the field of Railway Signaling and who are having similar work experience of Railway signaling for last 3 yrs. who fulfil the following criteria:
Have completed a Signaling Design Work for 5 stations or more in support Evidence document to be submitted.

Similar works is defined as "Works relating to Railway Signaling design – preparation of Route Control Chart/ Table of Connections (RCC/TOC), preparation of Application Logic, Interface diagrams, Cable core plans, Track Bonding plan etc." using a software

tool or by manual methods. OR Composite Signaling works inclusive of design, supply & installation. A Copy of Work Order & Work/Service Commissioning Certificate issued by Work Awarding Organization is to 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.

5.2 Financial Eligibility Criteria:

5.3 The cumulative turnover of the Applicant should be **Rs 50 Lakhs** in the last three Financial Years i.e., FY 2017-18, FY 2018-19 & FY 2019-20. Copy of Audited Balance Sheet should be submitted in this regard and Acknowledgement copy of Income Tax Returns last 3 years.

5.4 The Bidder should not be black listed during last two years by any State / Central Government / PSU / Autonomous Body on the last date of EOI submission. A Self-Declaration is to be submitted in this regard.

5.5 There should not be any ongoing or past, arbitration case(s) between REL and Applicant on the last date of submission of EOI. Self-Declaration is to be submitted in this regard.

5.6 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.

6. Proposal Preparation and Submission

6.1 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 REL to facilitate the evaluation process or all such activities related to the EoI response process. REL 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.

BIDDER shall submit BIDS for either CAPEX or OPEX or both as per formats given In Annexure OPEX: Annexure No -**A, B, C, D**.

CAPEX: Annexure No -**F, G, H.**

Technical BID should consist in Annexure as given below:

a) Covering Letter.
b) Copy of proof of EMD of Rs.2 Lakh deposited online through enivida portal.
c) Company Profile.
d) Technical Compliance Sheet & Financial Balance Sheet of last 3 yrs.
e) Successful completion of Trial/Demonstration to REL officials.

Financial BID given in Annexure **E** for OPEX and **I, J** for CAPEX (in separate envelope).

a) Submission of Financial BID as per given format.

7. Earnest Money Deposit (EMD)

7.1 Applicants shall submit, along with their EoI responses, proof of deposit an EMD of ₹ **2.0 Lakh** (Rupees Two Lakh Only) by way of digital transaction mode available on RailTel's e-tender site (https://railtel.enivida.com)/

7.2 EMD of all unsuccessful Applicants will be returned at the earliest after expiry of the final EoI response validity on award of contract.

7.3 The EMD of the successful Applicant will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format as specified in this EOI) by the successful Applicant.

7.4 The EMD may be forfeited: If an Applicant withdraws the proposal or increases the quoted prices after opening of the EoI response and during the period of EoI response validity or its extended period, if any.

7.5 In case of a successful Applicant, if the Applicant fails to sign the Agreement in accordance with the terms and conditions of this EOI or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions of this EOI.

7.6 The decision of REL regarding forfeiture of the EMD shall be final and binding on the Applicants and shall not be called upon in question under any circumstances.

7.7 Eligible Micro and Small Enterprises (MSEs) are exempted from cost of EOI document and EMD.

7.8 Certain benefits/preferential treatment shall be extended to the registered MSEs as per guidelines issued in the latest notification of Ministry of MSME, Government of India.

7.9 MSEs who are interested in availing themselves of these benefits shall enclose with their offer the proof of their being MSEs registered with any of the agencies mentioned

in the notification of Ministry of MSME.\The MSEs must also indicate the terminal validity date of their registration.

7.10 Failing Clauses (7.9) and (7.10) above, such offers shall not be liable for consideration of benefits detailed in the notification of Government of India.

8. Phases and Timelines

8.1 For OPEX Model:

The BIDDER shall be required to complete installation, commissioning, configuration, testing and complete the readiness of the platform to undertake Signaling design Job works from market. A suggested project duration is as below:

a) **Phase-I: -** Proof of Concept for one interlocking system design on one typical 4-line station – 1 months from submission of EOI on a pre-appointed date from REL.

b) **Phase-II -** Installation, commissioning, configuring customizing & Development for all makes of EI configured for GR/SR and all zonal railways & acceptance testing demonstration of the software- maximum 2 months from the date of issue of PO.

c) **Phase-III:** Live production testing will be started after 60 days post Verification and validation of all the functionalities as specified in SOW.

8.2 For Capex Model:

The BIDDER shall be required to complete installation, commissioning, configuration, testing and complete the readiness of the platform to undertake Signaling design Job works from market. The project duration breakup is as below:

a) **Phase-I: -** Proof of Concept for one interlocking system design on one typical 4-line station – 1 months from submission of EOI on a pre-appointed date from REL.

b) **Phase-II -** Installation, commissioning, configuring customizing & Development for all makes of EI configured for GR/SR and all zonal railways (reference Para 2) & acceptance testing demonstration of the software- maximum 6 months from the date of issue of PO. The software would be accepted by REL only on successful completion of this stage.

c) **Phase-III:** Trail & testing period of 60 days. Verification and validation of all the functionalities as specified in SOW.

The warranty period of 2 years from the date of acceptance will be provided by the bidder.

9. PBG: -On the issuing of PO, the successful bidder shall submit PBG as given below:

a) OPEX: -The successful BIDDER shall submit 5.0 Lakh PBG within 30 days from date of issuing of LOA valid up to 5 years.

b) CAPEX: --The successful BIDDER shall submit PBG of 10% of the Contract Price within 30 days from the date of issuing of LOA with a validity period of 4 months beyond warranty period.

10. Liquidity Damages: -

10.1   For OPEX Model:

a) In case there is a delay in executing phase-2, a penalty of 0.5% of the contract price per week or part thereof subject to the maximum 10% of the contract value will be levied & the same will be deducted during the payment of Bills.

b) Any penalty levied of REL by its client will be passed on to the successful bidder/contractor.

10.2   For CAPEX Model:

a) In case there is a delay in executing phase-2, a penalty of 0.5% of the contract price per week or part thereof subject to the maximum 10% of the contract value will be levied & the same will be deducted during the payment of Bills.

b) The BIDDER is responsible to provide support for the smooth functioning of the features listed in scope of work any bugs in the software needs to be fixed by BIDDER. In case BIDDER, due to any reason, is unable to provide support REL. A penalty of 0.5%, up to a maximum of 10% of the total cost of the project per week or part thereof will be levied in case the problem is not resolved or support not provided during the warranty period from the date of complaint. All complaints will be made by email/telephone to the vendor.

11. Payment Terms

11.1 For OPEX Model:

a) The payment of revenue share will be made after the receipt of the payment from the end clients of RailTel for whom the software design work is being done.

11.2 For CAPEX Model: -

a) 80% payment will be made after successful installation, configuration, commissioning & acceptance of the SigDACS application by REL experts.
b) 20% payment after successful completion of Phase III and acceptance by REL.

The Scope of work would have to be completely delivered and demonstrated by the selected BIDDER. Warranty would start after acceptance of the SigDACS application by REL.

12. Pre-EoI response Clarification(s)

12.1   Any clarification(s) regarding the EoI document can be submitted to REL through email communication only, to the email IDs, and on or before the timelines, mentioned in this EoI document 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 alternatives 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 REL. Further, REL reserve the right to issue responses / clarifications / corrigendum. It may be noted that there will no physical pre-EoI circumstances. The pre-EoI response meeting will through Web Video-Conferencing Platform only e.g., WebEx (Cisco) if required. In order to check unauthorized entry in the Web Meeting, the details of the platform and the meeting link will be shared with those organizations 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 REL Person's email ID, mentioned in this document. In case, no 'Request for Clarification' is received by the stipulated time, REL reserves the right to further proceed without arranging any Pre-EoI response meeting.

13. Amendment to EOI Document

13.1   At any time prior to the deadline for submission of EoI responses, REL, 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 REL's (www.relindia.in) website only. The Applicants are advised to visit the REL website on regular basis for checking necessary updates. REL also reserves the rights to amend the dates mentioned in this

EOI for EoI response process. REL may, at its discretion, extend the last date for receipt of EoI response.

14. EoI response Validity Period

14.1 EoI response shall remain valid for the period of 180 days from the date of submission of EOI as mentioned in this EOI document.

14.2 REL 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.

15. Right to Terminate the Process

15.1 REL may terminate the EOI process at any time without assigning any reason. REL 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 REL. The Applicant's participation in this process may result in REL 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 REL to execute a contract or to continue negotiations. REL may terminate negotiations at any time without assigning any reason.

16. Language of EoI response

16.1 The EoI response prepared by the Applicant and all correspondence and documents relating to the EoI responses exchanged by the Applicant and REL, 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 EoI 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 Authorized Signatory of the Applicant.

17. Documents Comprising of EoI response

17.1 Applicant shall furnish the required information in their EoI response (Single Packet) consisting Pre- Qualification documents, filled Annexure(s) and Commercial Proposal in specified format only. Any deviations in the Commercial EoI response format may make their EoI responses liable for rejection. The documents submitted in the EoI response should be in accordance with this EOI document and subsequent corrigenda (if any) issued till last date of submission. Please note, as the EoI response submission is through e-Tender portal hence, in the EoI response copy of EoI and subsequent corrigenda (if any) issued till last date of EOI submission should digitally signed. EoI response submission by an 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.

18. Submission of EoI response

18.1 The EoI response should have a 'Index' at the starting and all pages of EoI response should be serially numbered and should be traceable as per the 'Index'.

18.2 Applicants in their own interest are advised to submit the EoI response well before the last date and hence to avoid any inconvenience at the last moment.

18.3 The Applicant may modify or withdraw its EoI response after submission, prior to the deadline- date and time prescribed for the EoI response submission in this EOI. EoI response withdrawal notices received after the EoI response submission deadline will be ignored, and the submitted EoI response will be deemed to be a validly submitted EoI response. No EoI response may be withdrawn in the interval between the EoI response submission last date and the expirations of the EoI response validity period. Withdrawal of a EoI response during this interval may result in the forfeiture of the Applicants EMD.

18.4 An Organization / Applicant can submit only 'One EoI response'. Submission of multiple EoI responses by an Applicant will lead to rejection of all of its EOI response.

19. Evaluation Process.

19.1 Selection Criteria for OPEX MODEL

The BIDDER should have relevant experience in successfully completed Signalling Design works of Railways. Documentary evidence in support of technical eligibility should be attached in the Technical Bid. Please refer to Technical Eligibility Clause 5.1 and Financial Eligibility Clause 5.2. Manpower proposed to be deployed for the project is be submitted in the offer along with their educational qualification and experience in working on the similar project Technical Evaluation/shortlisting will be done on the basis of experience of similar works. Technically Shortlisted BIDDERS may have to demonstrate the proposed solution as a Proof of Concept for one interlocking system design on one typical 4-line station – 1 months from submission of EOI on a pre-appointed date from REL. The Signaling Interlocking Plan (SIP) would be provided by REL as an input and the TOC/RCC, Application Logic, Interface Circuits, Cable Core plan etc. needs to be generated by the solution which would be examined for correctness and accuracy and the solution would be rated by REL experts.

19.2 Selection Criteria for CAPEX MODEL: -

The BIDDER should have relevant experience in undertaking Signalling Design works of Railways. Documentary evidence in support of technical eligibility should be attached in the Technical Bid. Manpower proposed to be deployed for the project is be submitted in the offer along with their educational qualification and experience in working on the similar projects.

Technical Evaluation/shortlisting will be done on the basis of experience of work of handling such projects.

Technically Shortlisted BIDDERS may have to demonstrate the proposed solution as a Proof of Concept for one interlocking system design on one typical 4-line station – 1 months from submission of EOI on a pre-appointed date from REL. The Signaling

Interlocking Plan (SIP) would be provided by REL as an input and the TOC/RCC, Application Logic, Interface Circuits, Cable Core plan etc. needs to be generated by the solution which would be examined for correctness and accuracy and the solution would be rated by REL experts.

REL intends to purchase the SigDACS software to execute signaling design works as a business venture. In this process REL will undertake design projects and execute them using the software/tools purchased from the bidder. REL reserves the right to choose between BIDDERS on the basis of best technical features and proven reliability. The Financial bid of only technically qualified bidders will be opened. Based on the lowest price offered by the eligible L1 bidder will be selected.

If required the L1 bidder may be called for negotiation. In case of a tie between two bidders the BIDDER with maximum technical experience will be decided as L1 BIDDER. A Tender Committee would be carrying out the evaluations.

The AMC after the completion of warranty period may be undertaken by REL. The cost of AMC per annum may also be indicated in financial bid. The same will be considered for determination of L1 bidder. A separate agreement shall be enter between REL and the BIDDER for AMC.

19.3 REL is proposing to use the SigDACS solution to execute signaling design works as a business venture. In this process REL with its team will undertake design projects and execute them using the software/tools provided by the bidder on a revenue sharing model. This revenue share model is to be proposed by BIDDER based on his market intelligence. Bids will be ranked on the basis of maximum revenue to REL for only the Technically Eligible BIDDERS and will be termed as L1 BIDDER. If required the L1 bidder may be called for negotiation. In case of a tie between two bidders the BIDDER with maximum technical experience will be decided as L1 BIDDER. A Tender Committee nominated by REL Management would be carrying out the evaluations.

19.4 REL shall 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 REL in the evaluation of EoI responses shall be final. REL may ask for meetings with the Applicants to seek clarifications or conformations on their EoI responses which may subsequently require Applicants to submit additional documents as communicated by REL in writing over e-mail. Non-response to the clarifications/ additional documents sought by REL, in time bound manner as mentioned by REL, will be treated as withdrawal of EoI response between the EoI response submission deadline and the expiration of the EoI response validity period. During the EoI response evaluation, REL reserves the right to reject any or all the EoI responses. Each of the responses / EoI responses shall be evaluated as per the criteria and requirements specified in this EOI.

19.5 On the basis of process mentioned in the Clause 19.4 mentioned above, the EoI responses will be evaluated.

20. Rights to Accept / Reject any or all Proposals

20.1 REL reserves the right to accept or reject any offer, and to annual 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 REL's action.

21. Restrictions on 'Transfer of Agreement'

21.1 The successful Applicant shall not 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.

22. Suspension, Revocation or Termination of Contract / Agreement

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

22.2 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.

22.3 For OPEX Model

a) In case REL decides to exit from the project during the 5-year tenure, the complete PBG will be returned without interest to the vendor.

b) The BIDDER is responsible to provide support for the smooth functioning of the features listed in scope of work any bugs in the software needs to be fixed by BIDDER. Incase BIDDER, due to any reason, is unable to provide support REL reserves the discretion to encash the PBG and this decision will be binding on the bidder.

22.4 For CAPEX Model

a) In case REL decides to exit from the project during the supply and installation stage, the complete PBG will be returned to the vendor. In case BIDDER wants to exit at this stage the PBG would be forfeited.

The BIDDER is responsible to provide support for the smooth functioning of the features listed in scope of work any bugs in the software needs to be fixed by BIDDER. Incase

BIDDER, due to any reason, is unable to provide support REL reserves the discretion to encash the PBG and the decision will be binding on the bidder.

23.Dispute Settlement

23.2 In case of any dispute concerning the contract / agreement, both the Applicant and REL shall try to settle the same amicably through mutual discussion / negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of Arbitration shall be New Delhi.

24. Governing Laws

24.1 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.

25. Statutory Compliance

25.1 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 REL indemnified in this regard.

25.2 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 REL, 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 REL 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 therefrom and/or related thereto.

26. Intellectual Property Rights

26.1 The signaling design software would be used by REL and it would be customized for Indian Railways. The final software would be fully ready for use for Indian Railways. REL would be validating the software customization for Indian Railways while the software is owned by the BIDDER. Hence the Intellectual Property Rights (IPR) for the software with the customization would be shared by REL and BIDDER. The BIDDER cannot re-use this software without permission of REL.

26.2 Each party i.e., REL / 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.

26.3 Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this MoU in any circumstances.

27. Severability

27.1 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.

28. Indemnity

28.1 The Applicant agrees to indemnify and hold harmless REL, 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:

28.2 Any mis-statement or any breach of any representation or warranty made by Applicant or

28.3 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

28.4 Any compensation / claim or proceeding by any third party against REL arising out of any act, deed or omission by the Applicant or

28.5 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.

28.6 Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

29. Limitation of Liability towards REL

29.1 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 REL 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 REL 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.

29.2 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.

30. Confidentiality cum Non-disclosure

30.1 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 REL. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.

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

30.3 Is already known to the receiving Party at the time of disclosure:

30.4 Is or becomes part of the public domain without violation of the terms hereof;

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

30.6 Is received from a third party without similar restrictions and without violation of this or a similar contract.

30.7 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.

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

31. Compliance to Government Orders:

31.1 The Bidders shall comply with Public Procurement Policy (Preference to Make in India) Order 2017, No. P-45021/2/2017-PP-BE-II dated 15th June 2017 and Subsequent revisions including Letter No. P-45021/2/2017-PP (BE-II) dated 16 September 2020 or any further revision.

31.2 The Bidders shall comply with Ministry of Finance, Letter No. F.No.6/18/2019-PPD dated 23rd July 2020 issued by Public Procurement Division, Department of expenditure, Ministry of Finance.

31.3 The Bidders shall comply to the DOT's Notification number 18-10/2017-IP (Public procurement – Preference to Make in India order 2017 – Notification of Telecom Products, Services or Works – regarding). The Bidders are required to submit the self-declaration form in accordance with the DOT's Notification mentioned above.

31.4 The Bidders shall comply to the DOT's Notification number P- 45021/2/2017-PP (Public Procurement (Preference to Make in India), order 2017).

32. FORCE MAJEURE:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the REL as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

33. Data Ownership

33.1 All the data created as the part of the project shall be owned by REL. The Applicant shall take utmost care in maintaining security, confidentiality and backup of this data. REL 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 these at any time during contract and up to Ninety (90) days from the date of termination of contract.

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

33.3 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 date and confidential information created as part of or is related to this contract;

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

33.5 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.

EOI COVER LETTER

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

EoI response ref No.: Date:

To,

General Manager / Signal

RailTel Enterprises Limited,

6th Floor, 3rd Block, Delhi IT Park, Shastri Park Delhi - 110053

Ref: EOI No. REL/EoI/…………… 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 180 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 EoI 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 EoI 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

Brief of work done in past

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

EoI response Ref No. :

Date:

Ref: EOI No. REL/EoI/….. Dt. …………. 2021

S.No.	Name of work	Description of Work	Total Cost	Period	Date of Completion	Organization	Remarks
1							
2							
3							
4							
5							

Signature of Authorised Signatory Name

Designation

Instructions to Applicants

e-Procurement is the complete process of e-tendering 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/EUEPklINZVwlEihc-jDqBw. The link of e-procurement portal is also given on our official RailTel portal i.e. www.relindia.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/EUEPklINZVwlEihc-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. Applicants then logs in to the site through the secured login in by entering their user ID

/Password and the password of the DSC / 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, EoI 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 EoI 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 EoI response.

3. Applicant, in advance, should get ready the EoI response documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. EoI 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 EoI 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 EoI response, and need not be uploaded again and again. This will lead to a reduction in the time required for EoI 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 EoI response so that it gets uploaded well in time i.e., on or before the EoI 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 EoI response documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by REL.

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. Applicants are requested to note that they should necessarily submit their financial EoI responses in the format provided and no other format is acceptable. If the price EoI response has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the Applicants. Applicants are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the Applicant). No other cells should be changed. Once the details have been completed, the Applicant should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the Applicant, the EoI response will be rejected.

5. available to them to upload such documents 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 EoI responses by the Applicants, opening of EoI responses etc. The Applicants should follow this time during EoI response submission.

6. The uploaded tender documents become readable only after the tender opening by the authorized EoI response openers.

7. Upon the successful and timely submission of EoI response click "Complete" (i.e., after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a EoI response summary will be displayed with the unique id and date & time of submission of the EoI response with all other relevant details.

8. 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 EoI response opening meetings.

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

BID SUBMISSION DOCUMENTS - OPEX

Annexure A: Technical Bid

(To be submitted in a sealed envelope marked "Technical Bid - REL/SIG/SIGDACS/2020-21/Consultants/1")

Letter of Technical Bid REL/SIG/SIGDACS/2020-21/Consultants/1")

Date: ....

Invitation for Bid No.: ....

To:..
....

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with the EOI Document **REL/SIG/SIGDACS/2020-21/Consultants/1**

(b) We offer to execute the Works in conformity with the Bidding Documents;

(c) Our bid shall be valid for a period of **180 days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) Earnest Money Deposit (EMD) of Rs. 2 Lakhs online through transaction ID.NO……………… Dated………. (Attached).

(e) If our bid is accepted, we commit to submit a performance bank guarantee in accordance with the Bidding Documents;

(f) If our bid is accepted, we commit to deploy key equipment and key personnel consistent with the requirements stipulated in the EOI document.

(g) If our bid is accepted, we commit to submit work method statements for all major activities and complete the POC/Pilot of Phase 1 and get the approval from the REL competent authority as per EOI terms. We also understand that the work shall be executed as per the approved method statements without any deviations;

(h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance

(i) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(j) We have not made any deviations from the requirement of the bidding document and we have also not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid

security/the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.

(k) If our bid is accepted, we opt to take payment into the bank account, nominated by us.

(l) We declare that the submission of this bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services or any other item of work related to the award and performance of this contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the bid price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our bid to be noncompliant and if the contract has been awarded to declare the contract null and void

(m) We hereby accept all the clauses mentioned in the EOI document unconditionally

(n) Similar Works experience.

Area	Skills Available(Y/N)	Size of technical staff	Numbers of projects executed in last 3 years	Cost of executed projects with duration (for each)	Preferred OEM partner/Business Tie-up(s)(if any)

Name ....

In the capacity of ....

Signed ....

Annexure B: Company Profile

Company Name:		
Type of Business Partner (Please Tick as applicable)		Railway Signalling Planed & Design
		Software Tools
		Information Dissemination & Processing
Status of Applicant (Partnership, Company etc.)		
Number of Years of Experience		
Number of office locations in India (Provide details of office)		
Number of office locations globally (Provide details of office)		
Number of employees in India and global		
Total revenue from sales in India (for last 3 financial years)		FY 1:
		FY 2:
		FY 3:

CONTACT DETAILS			
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	

Annexure C: Technical compliance

SI	Description	Complied
1	BIDDER may propose 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 (Ansaldo Microlok II, Siemens Westrace Mk-II, Siemens Westrace-VLM, Alstom VHLC, Kyosan K5BMC) as well as EI's which would be approved by RDSO in future OR Bidder may use discrete software/macro's or do the design manually.	
2	All the costs relating to the supply of software, installation and commissioning, configuration for Indian Railway rules, license for usage etc is to be borne by the Bidder.	
3	The software/tools being proposed should be configured for Standard Indian Railway's Signaling & Interlocking Design Principles, Functionalities, Symbols, Concept and Circuits including Zonal Railway Variations for specific applications of that Railway. It is the responsibility of the BIDDER to carry out these customizations and obtaining all such details from Indian Railways.	
4	BIDDER 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.	
5	BIDDER shall deploy Competent Signaling Professionals for evaluating, understanding the requirements and completing the work as per the requirements stipulated in this document. BIDDER shall also train and develop technical and signal engineering officials of REL in usage of the software/tool.	

6	BIDDER shall customize and Deploy the Application in any of the following methods: a) Bidder's own datacenter b) Railtel Servers on Premise to meet the Requirements of usage by the Signaling Designers. The Administrative Software should have feature to Control Access & Use, Assign User ID & Authorization to Prepare or Check or Modify or Approve, Version Control & Document Change Tracking, Method of Costing for Payments etc. All the data relating to this project should be residing on Railtel Servers only.	
7	BIDDER shall deploy the proposed solution for Trial / Demonstration basis and develop one signaling design of a 4 Line station with the SIP as an input within 1 months from the date of submission of the Bid against this EOI by providing remote access or through VC. Application Logic for different typical Signalling & 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.	
8	Indian Railway's Signal Design Principles & Functionality, Symbols and Operating Rules shall be programmed in the Application by BIDDER . REL Signal Design Team shall validate the same before adoption into the Design Software. The resultant developed software will be become a customized for Indian Railways will carry an Intellectual Property Rights to be held jointly by REL and BIDDER. This software cannot be sold or distributed by BIDDER without the written permission of REL.	
9	All the features mentioned in Scope of Work in addition to the items listed above which is not specifically mentioned in this table.	

Name...

In the capacity of...

Signed..

Annexure D: Certificate of Successful completion of Trial
*(As per Bidder Format)

Annexure E: Financial Bid

(To be submitted in sealed envelope marked "Financial Bid-REL/SIG/SIGDACS/2020-21/Consultants/1")

Letter of Price Bid

Date: ....

Invitation for Bid No.: ....

To: ....

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with EOI **REL/SIG/SIGDACS/2020-21/Consultants/1"**

(b) We offer to execute the Work in conformity with the Bidding Documents;

(c) The total price of our Bid, excluding any discounts offered in item (d) below is………………………………………………………………………………………………

(d) The revenue share model to be based on percentages …………………

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(f) We have not made any deviations from the requirement of the bidding document and we have also not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid security/the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.

(g) GST will be extra as per applicable rates.

Name..

In the capacity of…………………………………………………………………………..

Signed...

Duly authorized to sign the Bid for and on behalf of ....

 Date..............

BID SUBMISSION DOCUMENTS CAPEX

Annexure F: Technical Bid

(To be submitted in sealed envelope marked "Financial Bid-REL/SIG/SIGDACS/2020-21/Consultants/1")

Letter of Technical Bid REL/SIG/SIGDACS/2020-21/Consultants/1")

Date: ....

Invitation for Bid No.: ....

To:...
....

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with the EOI Document **REL/SIG/SIGDACS/2020-21/Consultants/1**

(b) We offer to execute the Works in conformity with the Bidding Documents;

(c) Our bid shall be valid for a period of **180 days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(e) If our bid is accepted, we commit to supply the SigDACS software and key personnel consistent with the requirements stipulated in the EOI document.

(f) If our bid is accepted, we commit to submit work method statements for all major activities and complete the POC/Pilot of Phase 1 and get the approval from the REL competent authority prior to commencing work on such activities. We also understand that the work shall be executed as per the approved method statements without any deviations;

(g) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance

(h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(i) We have not made any deviations from the requirement of the bidding document and we have also not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any

stage, we understand the bid will invite summary rejection and forfeiture of bid security/the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.

(j)   If our bid is accepted, we opt to take payment into the bank account, nominated by us.

(k) We declare that the submission of this bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services or any other item of work related to the award and performance of this contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the bid price does not include any such amount. We acknowledge the right of theEmployer, if he finds to the contrary, to declare our bid to be noncompliant and if the contract has been awarded to declare the contract null and void.

(l)   Similar Work Experience: (PO copies/completion certificates to be submitted)

Area	Skills Available(Y/N)	Size of technical staff	Numbers of projects executed in last 3 years	Cost of executed projects with duration (for each)	Preferred OEM partner/Business Tie-up(s)(if any)

Name ....

In the capacity of ....

Signed ....

Annexure G: Company Profile

Company Name:		
Type of Business Partner (Please Tick as applicable)	Railway Signalling Planed & Design	
	Software Tools	
	Information Dissemination & Processing	
Status of Applicant (Partnership, Company etc.)		
Number of Years of Experience		
Number of office locations in India (Provide details of office)		
Number of office locations globally (Provide details of office)		
Number of employees in India and global		
Total revenue from sales in India (for last 3 financial years)	FY 1:	
	FY 2:	
	FY 3:	

CONTACT DETAILS			
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	

Annexure H**: Technical compliance**

SI	Description	Complied
1	SigDACS software shall be supplied 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 (Ansaldo Microlok II, Siemens Westrace Mk-II, Siemens Westrace-VLM, Alstom VHLC, Kyosan K5BMC) as well as EI's which would be approved by RDSO in future. This software should have been developed and being used for last 3 yrs for the Signaling Design works for Main Line Railways.	
2	All the costs relating to the supply of software, installation and commissioning, configuration for Indian Railway rules, license for usage etc is to be borne by the Bidder.	
3	The software/tools being supplied should be configured for Standard Indian Railway's Signaling & Interlocking Design Principles, Functionalities, Symbols, Concept and Circuits including Zonal Railway Variations for specific applications of that Railway. It is the responsibility of the BIDDER to carry out these customizations and obtaining all such details from Indian Railways.	
4	BIDDER 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.	

5	BIDDER shall deploy Competent Signaling Professionals for evaluating, understanding the requirements and completing the work as per the requirements stipulated in this document. BIDDER shall also train and develop technical and signal engineering officials of REL in usage of the software/tool. SigDACS software which will be supplied is to be useable by 5 (five) users of REL on perpetual basis for unlimited time.	
6	BIDDER shall customize and Deploy the Application in Railtel Servers to meet the performance requirements of workload of unlimited signaling design works by REL Designers. The Administrative Software should have feature to Control Access & Use, Assign User ID & Authorization to Prepare or Check or Modify or Approve, Version Control & Document Change Tracking, Method of Costing for Payments etc. All the data relating to this project should be residing on Railtel Servers only. Warranty support to be provided by BIDDER for 2Yrs from the completion of Phase III and AMC to be quoted for 3rd Yr onwards for the project duration.	
7	BIDDER shall deploy the proposed solution for Trial / Demonstration basis and develop one signaling design of a 4 Line station with the SIP as an input within 1 months from the date of submission of the Bid against this EOI by providing remote access or through VC. 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.	

8	Indian Railway's Signal Design Principles & Functionality, Symbols and Operating Rules shall be programmed in the Application by BIDDER. REL Signal Design Team shall validate the same before adoption into the Design Software. The resultant developed software will be become a customized for Indian Railways will carry an Intellectual Property Rights to be held jointly by REL and BIDDER. This software cannot be sold or distributed by BIDDER without the written permission of REL. Computerized Testing, Verification & Validation and Certification shall be done by the Simulation Tool as per International SIL Norms/RDSO Standards.	
9	Any features which are not mentioned in Scope of Work which may be required for the SigDACS system to function normally is to be provided by the BIDDER at no additional cost to REL.	

Name ....

In the capacity of ....

Signed ....

Annexure I: Financial Bid

(To be submitted in sealed envelope marked "Financial Bid-REL/SIG/SIGDACS/2020-21/Consultants/1")

Letter of Price Bid

Date: ....

Invitation for Bid No.: ....

To:..

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with EOI **REL/SIG/SIGDACS/2020-21/Consultants/1"**

(b) We offer to execute the Work in conformity with the Bidding Documents;

(c) The total price of our Bid, excluding any discounts offered in item (d) below is…………………………………………………………………………………………………

(d) The discounts offered and the methodology for their application (see note below) are
………………………………………………………………………………………………
…………

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(f) We have not made any deviations from the requirement of the bidding document and we have also not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid security/the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.

(g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name ....

In the capacity of ....

Signed ....

....

Duly authorized to sign the Bid for and on behalf of ....

 Date ....

Note: The discounts, and the methodology of their application, should be quoted on prices quoted in the bid so that the discounts can be evaluated by simple arithmetic calculation during financial evaluation of the bids, to arrive at the net total price of the bid. If the net total price cannot be calculated after application of the methodology of the discount(s) quoted, the bid shall be considered as incomplete and will be rejected.

Annexure J: Financial Bid Schedule

Letter of Price Bid

Date: ....

Invitation for Bid No.: ....

To: ....

Schedule of Rates:

SI No	Description	Unit Rate	Qty	Total	GST	G Total
1.	SigDACS Software with full functionality as detailed Scope of Work and checklist of Technical Bid. Software application with no timebound (perpetual) validity for 5 users. 2 Years Warranty inbuilt for the product (with remote assistance / troubleshooting/bug-fix)					
2.	AMC Cost of the SigDACS software with support for application excluding support for enhanced /Extra functionalities.					

Name ....

In the capacity of ....

Signed ....
....

Duly authorized to sign the Bid for and on behalf of ....
Date ....

Form No. 1

PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND
(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, having its registered office at 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053 (Herein after called RailTel) Having agreed to exempt………………………………………………………… (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Purchase Order No…………………………dated……………made between………………and……………….. for (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ………………………. (Rs…………. only). We…………………………… (indicate the name of the Bank) hereinafter referred to as "the Bank") at the request of …………….. ……………. Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. ……………. against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, …………………………………………………………. Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs . ………………………

3. We, ………………………………………….. bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)
/ Tenderer(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Tenderer(s) shall have no claim against us for making such payment.

4. We, ……………………………………………. Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the ……. ………… We shall be discharged from all liability under this Guarantee thereafter.

5. We,…………………………………………… (indicate the name of Bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms   and

conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) / Tenderer(s).

(indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the   day of   2019

for ……………………………………………
(indicate the name of the Bank)

Witness

1. Signature Name

2. Signature Name

Document Checklist for OPEX

S.No.	Document Name	EoI Ref No	Page No
1	EoI fees	P-35(Subm	
2	EMD Proof	P-17(7.1)	
3	Covering Letter indicating validity of EOI	P-17(6.1-a)	
4	Certificate of Incorporation	P-16(5.1)	
5	Turnover Certificate	P-16(5.3)	
6	Audited balance sheet of last 3 years	P-16(5.3)	
7	GSTIN Registration Document	P-16(5.6)	
8	Copy of PAN, TIN, CIN documents.	P-16(5.6)	
9	Acknowledgement Copy of Income Tax Returns last 3 years.	P-16(5.3)	
10	Summary about work-orders-attached	P-16(5.1)	
11	Non - Blacklisting declaration	P-16(5.4)	
12	Non-Arbitration with REL declaration	P-16(5.5)	
13	Affidavit for Criminal Background		
14	Applicant's Profile Form	P-17	
15	Evidence document for signalling Design work of 5 stations.	P-16(5.1)	
16	MSEs Certificate	P-18(7.9)	
17	Successful Completion of Trail document		
18	Authorization letter for signing and submission of the bid.		
29	Copy of Bid document (Annexure A, B, C, D, E) duly signed by authorized signatory on	P-18(6.1)	

30	Form No. 1, PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND	P-19(9)	
* Note: In case you have already applied for empanelment in RailTel/REL earlier, please check status before applying again in this EoI to avoid			

Document Checklist for CAPEX

S.No.	Document Name	Page No
1	EoI fees	P-35(Submission of EoI Response)
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13	Affidavit for Criminal Background	
14	Applicant's Profile Form	P-17
15	Evidence document for signalling Design work of 5 stations.	P-16(5.1)
16	MSEs Certificate	P-18(7.9)
17	Successful Completion of Trail document	
18	Authorization letter for signing and submission of the bid.	
29	Copy of Bid document (Annexure F, G, H, I, J) duly signed by authorized signatory	P-18(6.1)

30	Form No. 1, PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND	P-19(9)

* Note: In case you have already applied for empanelment in RailTel/REL earlier, please check status before applying again in this EoI to avoid duplication.
Bids to be submitted at-RailTel Enterprises Limited, 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi - 110053