

# **RailTel Enterprises Ltd**

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

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## **Corrigendum – II (Date:13.04.2019)**

**Sub: Reply to pre-bid queries for Expression of Interest (Eoi) for “Expression of Interest for Empanelment of Business Partner for Signalling Business”**

**Ref: This office Eoi No – REL/CO/2019/Eoi/Sig BP/475 dated 12.03.2019 on RailTel and REL website.**

In reference to the above referred EoI the following amendment are issued under the Corrigendum-II. The bids may be submitted in consideration of this amendment.

1. **Clause 4 (1,5), Pg:16** : No change in clause
2. **Clause 4 (2,3), Pg:17** : No change in clause
3. **Clause 4 (8), Pg:18**: No change in clause
4. **Clause 5.2 (h), Pg:19**: No change in clause
5. **Clause 3.5, Pg:11**: The clarification is as below

“The yard plan (SIP) needs to be considered as input for the creation of Application Logic Design and Interface Circuit Design. However, the design Automation Tool/Software standard tools needs to be used for the same.”

6. **Clause 3.2(ii), Pg:7**: The clause is clarified as

“As the Indian Subsidiary of the foreign firm can participate on behalf of the foreign firm, hence the foreign firm will have to give the guarantee for the financials and successful completion of the works awarded in future to the Indian Subsidiary.”

7. **Clause 4 (1), Pg:16 is clarified as**

“As the Indian Subsidiary of the foreign firm can participate on behalf of the foreign firm, hence the foreign firm will have to give the guarantee for the financials and successful completion of the works awarded in future to the Indian Subsidiary.”

8. **Clause 5.2 (a), Pg:19 is clarified as**

“EMD is Rs.2 lakh for single category and Rs.3 Lakh for more than 1 category.”

**9. Clause 5.2 (h), Pg:19 is clarified as**

“Security deposit is Rs.5.0 Lakh, irrespective of categories, bidder is empanelled for.”

**10. Clause 5.11, Pg: 24 is clarified as**

“The clause may be read as " The Parties shall make every effort to resolve amicably, by direct informal negotiations, any disagreement(s) or the dispute(s) arising between both the parties in relation to or in connection with this Agreement directly or indirectly, whether during the pendency of the agreement or thereafter.

If any dispute or difference of any kind whatsoever shall arise out of/or related to this agreement parties hereto shall promptly and in good faith negotiate with a view to its amicable resolution and settlement.

In the event, no amicable resolution or settlement is reached within a period of 30 days from the date on which dispute difference arose (in writing), such dispute or difference shall be settled by referring the same to Arbitration in accordance with the provisions of The Arbitration and Conciliation Act, 1996 or any statutory amendment/modification thereof.

The sole arbitrator shall be appointed by Chairman/REL or CMD/RailTel. The decision of the arbitrator shall be final, conclusive and binding on both the parties to the agreement. The place of arbitration shall be New Delhi. The cost of arbitration shall be equally borne by the parties.”

**11. Clause 6 (d), Pg: 25: No change in clause**

**12. Clause 6 (p), Pg: 26: : No change in clause**

**13. Clause 7.4 (11), Pg:35 is clarified as**

Clause may be read as "Declaration regarding engagement of middleman as per clause 6(h)"

**14. Clause 7.4 (12), Pg:35 is clarified as**

“Clause may be read as "Declaration regarding engagement of middleman as per clause 6(j)"

**15. Clause 4 (5), Pg:17 is clarified as**

“The credentials of the bidders may be considered for the weightage of the share (%age) in case of JV.”

**16. Clause 4 (1), Pg:17 is clarified as**

“Two Indian firms can form a JV, however, one of the members of the JV shall be its lead bidder who shall have a majority (atleast 51%) share of interest in JV.”

**The last date of submission of bids is 26.04.2019 up to 15.00 Hrs. EoI will be opened at 15:30 Hrs. on 26.04.2019**

All other term & conditions will remain same as per EoI document. Bidders may also refer to attached document (Pre-bid queries response for EoI 475) for more clarification

**(Mukesh Gautam)  
Sr. Manager/Mktg**