

RailTel Enterprises Ltd.

(Wholly owned subsidiary Company of RailTel Corporation of India Limited –
a “Mini Ratna (Category-I)” PSU)



NOTICE INVITING EXPRESSION OF INTEREST (EOI)

**EOI No: REL/EoI/Empanelment of Partners/2021-22/04
Dated 21.03.2022**

Expression of Interest (EOI) for Selection of Partners for Supply and Execution of
Signalling and Telecommunication work for Customers of RailTel Enterprises Ltd.

Issued by:

RailTel Enterprises Ltd.

(Wholly owned subsidiary Company of RailTel Corporation of India Limited – a “Mini Ratna
(Category-I)” PSU)

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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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SCHEDULE OF EVENTS

1	EOI Document Availability	EOI document can be downloaded from website http://www.relindia.in and www.railtelindia.com or https://railtel.enivida.com from 24/03/2022 onwards till last date of submission of the EOI.
2	Cost of the EOI Document	INR 2950/- (Inc. GST) (Rupees Two thousand Nine Hundred Fifty Only)
3	Mode of Submission of EoI Response	E-EoI response submission only at https://railtel.enivida.com
4	Submission of EoI documents	18/04/2022 before 15:00 Hours
5	Opening of EoI documents	18/04/2022 at 15:30 Hours
6	Number of copies to be submitted	1
7	Earnest Money Deposit (Refundable)	Nil

Prospective applicants are required to direct all communications related to this EOI, through the Nominated Point of Contact persons:

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

1.0 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 objective 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 are also working on a highly modern Project of Provision of Automatic Train Protection – Modern Train Control System (A Pilot Project awarded to REL by Railway Board) on four different Railway sections covering about 640 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 (RCIL)

RailTel Corporation of India Ltd (RailTel) is one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optic fiber network on exclusive Right of Way (ROW) along Railway track. The OFC network over 65000 RKM 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. Preamble

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

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

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

- a) Provision of Electronic Interlocking (EI) work including Civil/Building work
- b) Automatic Train Protection (ATP)- TCAS
- 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
- j) Signal Design, and Design Centre with features ranging from Yard and Signal Configuration Plan to Control Tables to preparation of Application Logic. We are also in the process of procuring a Signalling Design Automation Software Tools with

Verification and Validation and for Simulation Testing and Certification for Interlocking.

k) Modern Signalling systems are an asset to Railways, Private siding owners, PSUs etc to enhance their output. Since the loss of time on account of manual arrangements for ensuring safety is detrimental to the growth of any organization and is always a danger for loss of life and property, availability of safety mechanisms with signal interlocking is always an asset for the organizations. Further, this also eases the failures or damages occurred on account of human errors.

l) In this regard for execution of works related to Supply and Execution of Signalling and Telecommunications assets and for participating in such future tenders of Various Zonal Railways /Private Sidings and Public Sector Undertakings etc along with REL, in accordance with customer requirements REL Proposes to empanel business partner/associates through this Expression of Interest(EOI) from interested Companies/Enterprises with domain experience of having executed “Supply and Execution of Signalling and Telecommunication Works” on any Railway. REL may also enter into a suitable Consortium/JV with business partner/associate for Bidding and Executing such specific works.

3. SCOPE OF WORK-

The purpose of this EOI is to enter into agreement with two basic motives:

- a) Enter into agreement with eligible Business Partner for the work related to “Supply and Installation of works related to Signalling and Telecommunication”. The eligible partner with eligibility conditions and REL together will participate in the tenders floated by Indian Railways or any other work involving “Supply and Installation of works related to Signalling and Telecommunication”. The detailed scope of work shall be circulated to all eligible Business Partner by RailTel at the time of requesting the quote to selected Business Partner. However, this agreement shall not be applicable on the work received on nomination basis or tendered /floated by REL to promote open competition.
- b) The Criteria for recognising Business Partner in the order of merit shall be :
 - i) Value of Technical Eligibility Criteria.
 - ii) Value of Financial Eligibility Criteria in the case two or more firms have same value of Technical Eligibility Criteria. However, Financial Criteria mentioned as per para 6.2 need to be mandatory satisfied by the firms.
 - iii) In the Event two or more firms have same Technical and Financial Eligibility Criteria the latest date of Completion of work as per completion certificate provided.
 - iv) The advertised tender value above shall be regarded as Rs. 7 Crore for Technical and Financial Eligibility Criteria.
 - v) First 7 Empanelled Business Partner in the order of merit starting from highest to lowest value of credentials as per above Criteria shall be normally requested for the quote. However, in the event one or other Business Partner is removed on account of non responsiveness or being barred to participate in bidding process due to some reason next

subsequent and onward in the list shall be included in the Top 7 list. In this regard decision of REL shall be final.

- c) While proceeding for identifying the lowest Business Partner for each work being participated by REL separate rates shall be requested from the list of approved Business Partner for execution of items as per request quote.
- d) REL shall initiate request from selected 7 Approved Business Partner for participating in the tender. Accordingly REL will finalise the Business Partner for the execution of the work. The criteria shall be as per lowest value of quote.
- e) The quantities and scope shall be decided by REL depending upon the capabilities, experience and parallel execution by Business Partners for the work.
- f) BP should ensure their cost and profit margins are inclusive. No separate conditions shall be accepted.
- g) No EMD is requested at this stage while finalising the Business Partner. However EMD @ 2% of Quoted value shall be required to be submitted by Business Partner while submitting their Quote to REL when requested for participating in the work.
- h) Accordingly lowest business partner shall be given the task to perform on Contract basis in case work is awarded to REL. Separate agreement shall be signed between REL and Business Partner. REL reserves the right to select the items, quantities and scope of work to be executed by Business partner for parallel and speedy progress of the work. EMD of unsuccessful Business Partner shall be returned after signing of contract with successful business partner.
- i) Terms and Conditions for separate agreement with Business Partner shall be same and binding as per the original agreement with REL and Railways or other agencies. The Business Partner should also submit Performance Bank Guarantee (PBG) of value equal to 3% of Contract Agreement value with REL. The deposited EMD (if any) shall be converted into Security deposit and same shall be recovered from On Account Bills @ 10% upto a maximum amount of 5% of Contract Value.
- j) In case of Variations in execution of work all conditions available in the contract agreement shall be applicable as (i) i.e principal contract agreement.
- k) In the event, a Business partner fails to provide their offer for consecutive 3 times to REL when requested, their name shall be removed from the list of approved Business Partner with termination notice.
- l) It is the responsibility of Business Partner to submit Credentials to REL.

3.1 Brief outline

The EOI shall have the following components:

3.1.1 Outdoor Signalling Design

The scope starts with Preparation of Cable Route Plan, Cable Corage plan, Station Working Rules, Station working Diagrams, Circuit diagrams etc as per approved Signalling Interlocking Plan of station issued by Railways/REL. This also includes any Alteration work in existing interlocking PI/EI/RRI to be carried out to suit the scope of work in the stations for successful completion of work.

The design should be as per practise followed in the corresponding Railway. In addition all the safety circulars/Guidelines issued by Railway Board/Railway/IRSEM and P-way manuals/GR and SR/Typicals etc to be mandatory followed.

3.1.2 Execution of Indoor and Outdoor Signalling work.

This includes provision of Electronic Interlocking, relay room wiring, Colour light signalling ,point machines, axle counters etc as per approved SIP, Installation of Location boxes, Trenching and laying of Signalling and Telecom cables as per approved Cable Corage and Cable route plan, wiring and terminations of cables/Axle counters/Chargers, provision of Track circuits etc. This also includes earthing of location boxes, signal posts etc. Writing, Lettering, Painting and associated works. The Business Partners should undertake the installation and execution of work as per the approved drawings and practises being followed by Zonal Railways, RDSO approved drawings, Railway Board, GR and SR and Typical issued by railways, instructions of REL representative as applicable.

The detailed scope of work shall be as per the quote requested by REL to its Business Partners.

3.1.3 Supply of Indoor and Outdoor Signalling Materials

The Supply of materials shall be done as per the approved drawings and practises being followed by Zonal Railways, RDSO approved drawings, Railway Board, GR and SR and Typical issued by railways. The Materials required in the work and to be supplied as per provisions detailed in the Scope shall be supplied from RDSO approved firms and necessary inspections to be undertaken by RDSO/Railways/REL respectively. Before supplying any material the Business Partner shall request the REL project in-charge to issue necessary work order or Call Letter request. Subsequently REL shall issue the work order or Call Letter for supply of material as per contract agreement.

The Supply of material shall be optional and it shall be guided by the quote as requested by REL.

The materials to be supplied in the store locations as indicated by REL. This also includes submission of issued Inspection Certificates as per standards and authority. The items and quantity of materials to be supplied shall be in accordance with the work order of REL. No extra Transportation cost shall be paid by REL for supply of materials in the store locations. However, further transportations from store to site locations shall be paid as per provisions in the Contract Agreement.

Materials available from stores are property of REL/Railways and Business partner agrees that materials issued shall be executed at site as per requirement. There is no binding that only

materials supplied by Business Partner can only be issued to the same partner, in this regard decision of REL is final. The Business Partner need to submit an Indemnity Bond equivalent to the Value of materials issued from the store.

The Installations, foundations, trenching and laying, and execution shall be in accordance with the provisions of Contract Agreement, approved drawings of Zonal railways, RDSO Circulars and Guidelines, Cable laying practises and as per circulars/Typicals issued by Zonal railways respectively.

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

- a) Firms are responsible for reading the EoI document carefully and understand that firm submitting bid is in the domain of Railway Signalling and related services and thereafter shall be empaneled as Business Partner (BP). The BP shall respond to each request for quotation (including cost, technical capabilities, man-hours and other details) raised by REL within stipulated time mentioned in request letter, in case empaneled partner is not able to respond for some reasons he must send regret letter through post or email.
- b) The empaneled partners shall support REL in preparation of the tender response.
- c) The empaneled partners shall provide training to the client personnel during the transition phase of the project (if required).
- d) The empaneled partners must ensure fulfilment of regulatory compliances, and licenses for the services being offered. In this regard empaneled partner shall indemnify REL against any non-compliance.\
- e) The bidder will be responsible for any damage to equipment, property and third-party liabilities caused by acts on part of its deployed consultants at REL/User's premises. All equipment will be used only for the purpose of carrying out legitimate business of REL/User's organization and will not be put into any other use.
- f) The staff deployed by the vendor will maintain office decorum. They will be courteous, polite and cooperative and able to resolve the users' problems.
- g) Intellectual Property Rights: The empaneled partner will indemnify REL of any infringement of third-party rights be they under the Patents Act or the IPR.
- i) The empaneled partners shall inform REL if any business opportunity is identified for a partnership to compete for a project.
- j) The empaneled partners, when participating in a tendering process in consortium with REL, shall be responsible for any inaccurate or incorrect information furnished as part of the bid submission. Further, the empaneled partner shall solely bear the consequences of the same.
- k) The services of empaneled partner under this EoI can also be used by wholly owned subsidiaries or Parent Company or Joint Ventures of REL.

- l) The empaneled partner will not outsource the work to any other associate/franchisee/third party without prior permission of REL. If so, happens without permission, then REL will impose sanctions which will include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the contract for default.
- m) REL partner shall deliver training as per the training schedule and ensure that objectives of training are met.
- n) REL Partner shall assess the needs of training in the Signalling and related industry and design the training programs and propose to REL for approval for conducting the training.
- o) REL Partner shall maintain all the documents pertaining training and submit to REL for records and follow up.
- p) Compliance of para 3.1.1 above for “Outdoor Signalling”, para 3.1.2 above for “Execution of Indoor and Outdoor Signalling work” and para 3.1.3 above for “Supply of Indoor and Outdoor Signalling Materials” as per requirement.
- q) SD & RM shall be back to back and any other deduction by customer shall also be passed on to the partner.

5.0 Role of REL

- a) REL shall co-ordinate and facilitate to arrange necessary Domain Knowledge Professionals for associating in establishing and setting up this business activity with the BP.
- b) REL shall facilitate the empaneled partners as consultant, if required, for deemed basic necessary infrastructure like office space and other facilities for completing the work in stipulated time.
- c) REL shall arrange to share the Railway Signalling Design Principles, General & Subsidiary Rules and Train Operating Protocols required for this business. IR’s General & Subsidiary Rules, Operating & Signal Engineering Manual, Block Signalling Manual, RDSO’s Design Documents & Specifications and any other Documents will be made available for reference.
- d) Works related to EI/Track Detection/Civil works etc.
- e) REL shall arrange to carry out other works outside the scope of this EOI for successful completion of project in time.

6.0 QUALIFICATION FOR PARTICIPATION

6.1 TECHNICAL ELIGIBILITY CRITERIA:

The EOI responders must have substantially completed any similar works as described below during last seven years, ending last day of month previous to the one in which EOI is invited.

The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or

Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or

One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

The advertised tender value above shall be regarded as Rs. 7 Crore for Technical and Financial Eligibility Criteria.

Note for Item 6.1:

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

6.2 Financial Eligibility Criteria:

The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department /client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

Note for 6.2:

Client certificate from other than Govt Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.

Similar Work Definition:

The following shall be satisfied regarding to similar work:

(i) Installation of Electronic Interlocking/ PI/RI: Indoor and Outdoor works involving supply, installation, testing and commissioning of EI/PI/RI. Interlocking /yard remodeling which involves alterations in existing EI/PI/RI.

OR

(ii) MACLS outdoor signaling works like cable trenching and laying, location erection and wiring, point machine installation and replacement, signal foundation and erection, track circuiting, double distant, BPAC installation, Axle counter installation, installation of sliding barrier, Interlocking of LC gates, Intermediate Block Signalling, Conventional earthing, provision of or replacement of block instruments SLBI/TLBI/UFSBI/DLBI etc with BPAC.

NOTE 1:

If some other work has also been carried out in addition to the work related to above in the same tender, only that proportion of total work which is related to implementation of above similar work will be considered for satisfying the technical eligibility criteria.

[Explanation for clause 4 including clause 6.1 to 6.2 - Eligibility Criteria:

1. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.

2. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.

3. If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials.

4. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.

5. The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work.

6. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times$ value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

7. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership

firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

8. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) GCC July 2020 on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.

9. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.

10. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.

11. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.

12. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.

13. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.

14. In case company A is merged with company B, then company B would get the credentials of company A also.

A Copy of Work Order & Work/Service Commissioning Certificate issued by Work Awarding Organization is to be submitted with EoI. Also, Contact Details of concerned person i.e. Name / Designation / Contact Number / Official Email ID, of the Work Awarding Organization needs to be mentioned.

- Note: 1) The Applicant should not be blacklisted by any State / Central Government / PSU / Autonomous Body on the last date of submission of EOI. Self-Declaration is to be submitted in this regard.
- 2) 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.
- 3) The Applicant should have a valid Corporate Identification Number (CIN), Permanent Account Number (PAN), Taxpayer Identification Number (TIN), Goods and Service Tax Identification Number (GSTIN), on the last date of submission of EOI. Copy of documents in this regard is to be submitted.
- 4) The Applicant should submit 'Acknowledgment Copy' of Income Tax Returns for last three Financial Years (FY 2018-19, FY 2019-20 & FY 2020-21).

7.0 Proposal Preparation and Submission Cost

7.1 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.

8.0 Earnest Money Deposit (EMD)

8.1 No EMD shall be submitted by the applicants with their EOI responses.

Applicants shall submit, along with their offer, EMD @ 2% as per design based cost (Quoted Price) when quote is requested for execution of the work by REL after finalizing the Business Partners. This cost shall be submitted along with the offer with tender booklet cost as indicated in notice for invitation of quotes. Quote submitted without EMD and Booklet cost shall not be entertained and treated as non participation.

The validity of the EMD shall be for a period of 180 days from the last date of submission of the quote response and the validity of the EMD should be extended in the event the last date of submission is extended.

8.2 EMD of all unsuccessful Applicants will be returned at the earliest after finalization of tender and signing of contract.

8.3 The EMD of the successful Applicant will be retained and converted into security deposit, further security deposit shall be recovered from bills paid @ 10% from on account bills upto 5% of the contract value. On submission of Performance Bank Guarantee @ 3% of the amount and in the format as specified in this EOI by the successful Applicant, necessary Contract agreement shall be signed between REL and Business partner for the tendered work.

8.4 The EMD may be forfeited: If a Applicant withdraws the proposal or under performs as per commitment during execution of works with REL.

8.5 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.

8.6 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.

8.7 Eligible Micro, Small and Medium Enterprises (MSMEs) are exempted from cost of EOI document.

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

8.9 MSMEs who are interested in availing themselves of these benefits shall enclose with their offer the proof of their being MSME registered with any of the agencies mentioned in the notification of Ministry of MSME.

8.10 The MSMEs must also indicate the terminal validity date of their registration.

8.11 Failing Clauses 6.8 and 6.9 above, such offers shall not be liable for consideration of benefits detailed in the notification of Government of India.

8.12 If the EOI of MSMEs is accepted, the equivalent amount of Earnest Money, in this EOI, will be submitted as Security Deposit/PBG and signed contract Agreement for fulfillment of contract conditions.

9.0 Pre-EoI response Clarification(s) : Deleted

10.0 Amendment to EOI Document

10.1 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) /RCIL(www.railtelindia.com) 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.

11.0 EoI response Validity Period

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

11.2 REL may request the Applicant(s) for an extension of the period of validity. The validity of the EMDs as mentioned, should also be suitable extended if called upon to do so by REL. The request and the responses thereto shall be made in writing through e-mail communication only.

12.0 Right to Terminate the Process

12.1 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.

13.0 Language of EoI response

13.1 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 Authorised Signatory of the Applicant.

14.0 Documents Comprising of EoI response

14.1 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 there is no need of uploading Signed & Stamped Copy of this EOI and subsequent corrigenda (if any) issued till last date of EOI submission, a EoI response submission by a Applicant will be considered that Applicant has read and agreed to all terms and conditions of the EOI and subsequent corrigenda (if any) issued till last date of EOI submission.

15.0 Submission of EoI response

15.1 A Single Packet EoI response system will be followed for this EOI Based on stipulated Qualifying Criteria. 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'.

15.2 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.

15.3 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.

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

16.0 Evaluation Process

16.1 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.

16.2 On the basis of process mentioned in the Clause 16.1 mentioned above, the EoI responses will be evaluated.

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

17.0 Rights to Accept / Reject any or all Proposals

17.1 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.

18.0 Period of the EOI

18.1 The contract duration shall be live for 1 (One) years with REL until otherwise terminated earlier.

19.0 Restrictions on 'Transfer of Agreement'

19.1. 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.

20.0 Suspension, Revocation or Termination of Contract / Agreement for Business Partner

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

20.2 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. However, termination post signing of tender contract shall result in forfeit of Security and PG.

21.0 Dispute Settlement

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

22.0 Governing Laws

22.1 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.

23.0 Statutory Compliance

23.1 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.

23.2 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 or Applicant or CoR from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against 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 there from and/or related thereto.

24.0 Intellectual Property Rights

24.1 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.

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

25.0 Severability

25.1 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.

26.0 Indemnity

26.1 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 :

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

26.1(ii) The failure by the Applicant to fulfill any covenant or condition contained in this contract by any employee or agent of the Applicant. Against all losses or damages arising from claims

by third Parties that any Deliverables (or the access, use or other rights thereto), created by Applicant pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by Applicant pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or

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

26.1(iv) Claim filed by a workman or employee engaged by the Applicant for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

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

27.0 Limitation of Liability towards REL

27.1 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 for project to be entered into between the Applicant and REL.

27.2 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.

28.0 Confidentiality cum Non-disclosure

28.1 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 or Applicant or CoR. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.

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

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

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

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

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

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

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

29.0 Data Ownership

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

29.2 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:

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

29.4 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).

29.5 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.

30. Exit Management

30.1. Exit Management Purpose

- a) This clause sets out the provision, which will apply during Exit Management period. The parties shall ensure that their respective associated entities carry out their respective obligation set out in this Exit Management Clause.

- b) The exit management period starts, in case of expiry of contract, at least 04 months prior to the date when the contract comes to an end or in case of termination contract, on the date when the notice of termination is sent to the Bidder. The exit management period ends on the date agreed upon by RailTel or Four (04) months after the beginning of the exit management period, whichever is earlier.

30.2 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:

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

31.0 General Terms and Conditions-

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

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

31.3 REL reserves the right to verify the particulars furnished by the applicant independently, if any of the information, furnished by the applicant, is found incorrect at a later stage, REL may forfeit the EMD or forfeit the Bank Guarantee or the Applicant may have to borne the losses incurred by REL.

31.4 If the empanelled business partner is unable to quote against any query/RFP sent to empanelled partner by REL, Regret letter must be sent, failure to do so on 3 or more occasions may result in deletion of the business partner's name from the approved list of empanelled business partners. BG may also be forfeited in such case.

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

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

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

31.8 Applicant shall submit the details about engagement of Agents / Middlemen / Intermediary/ Consultants /Services providers and payments proposed to be made to them by

the applicant as a part of the present EOI. The details shall also be incorporated as a part of Contact Document/ Agreement.

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

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

31.11 EOI will be received through e-portal only.

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

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

31.14 GST Registration Number is must for Applicant.

31.15 REL shall have the right to terminate the contract by giving 60 days' notice without assigning any reasons thereof. However, in the event of any breach of terms of the contract, REL will have right to terminate the contract immediately by written notice to the empanelled firm.

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

- a) The applicant should have adequate legal status for entering into a contract.
- b) Applicant is required to give a declaration that they are not insolvent, bankrupt or being wound up, their affairs not being administered by a court or judicial officer, their business activities have not been suspended and they are not subject of legal proceedings.
- c) The applicant would be required to give a declaration that they have not been banned or blacklisted/de-listed by any government or quasi Government agencies or PSUs. If they do not give this declaration, their request may not be considered. The application form for enlistment should contain a clause that, mere enlistment should contain a clause that, mere enlistment of an agency does not bestow the right for automatic inclusion in the bidder list of any particular tender.

31.17 Time of completion is the essence of any contract. The same must be clearly spelt out in the EOI document along with penalties/ compensation for delay livable on the applicant for non- fulfillment of contractual obligations within the stipulated time as spelt out in detail in any enquiry floated by the company.

31.18 For ensuring a fair completion all applicant shall be required to give a declaration giving the names of other firms/agencies/partnership firm/wholly owned or partly owned subsidiary etc., where they are having financial /professional stakes and also give a certificate, if any, such firm/ agency are participating against the subject tender.

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

- a) Where there has been material change in the specifications.
- b) Where offer received do not fulfill the required specifications laid down in the EOI Notice even after techno-commercial clarification.
- c) Requirement ceases to exist.
- d) Any other reason in the interest of the Company.

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

Annexure - 01

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/ Empanelment of Partners/2021-22/04 Dt. 21.03.2022

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

EoI response Ref No. : Date:

Annexure - 02**Brief of work done in past of for Supply and Execution of Signalling and Telecommunication
(On Organization Letter Head and Submitted with Technical EoI response)**

EoI response Ref No.:

Date:

Ref: EOI No. REL/EoI/ Empanelment of Partners/2021-22/04 Dt. 21.03.2022

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

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

Signature of Authorised Signatory

Name

Designation

Annexure - 03

Instructions to Applicants

e-Procurement is the complete process of eTendering from publishing of tenders online, inviting online EoI responses, evaluation and award of contract using the system. You may keep a watch of the tenders floated under

<https://RailTel.enivida.com/HomePage/loadSiteHomePage/EUEPkIINZVwIEihc-jDqBw>. The link of e-procurement portal is also given on our official RailTel portal i.e. www.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/EUEPkIINZVwIEihc-jDqBw> click on the link **“Applicant Enrolment”** available on the home page of e-tender Portal by paying the Registration fee of Rs. 2000+Applicable GST. Once paid, the Registration Fee is ‘Non-Refundable’.
2. As part of the enrolment process, the Applicants will be required to choose a unique username and assign a password for their accounts.
3. Applicants are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the Applicants.
4. Upon enrolment, the Applicants will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only valid DSC should be registered by an Applicant. Please note that the Applicants are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

6. Applicant then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
8. After completion of registration payment, Applicants need to send their acknowledgement copy on our help desk mail id eprocurement@railtelindia.com for activation of account.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate Applicants to search active tenders by several parameters.
2. Once the Applicants have selected the tenders they are interested in, you can pay the Tender fee and processing fee (both NOT REFUNDABLE) (*the amount of Tender Processing Fee to be paid is displayed with the respective tender*) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, 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. 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

DOCUMENT CHECKLIST

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

Bank Guarantee Format
GURANTEE BOND FOR SECURITY DEPOSIT
(On Stamp Paper of Rs. One Hundred)

(To be used by approved Scheduled Banks)

- (b) In consideration of the RailTel Enterprises Limited, having its registered office at **6th Floor, 3rd Block, Delhi Technology Park, Shastri Park, New Delhi-110053** and corporate office at **Plate-A, 6th Floor, Office Block, Tower-2, NBCC Building, East Kidwai Nagar, 110023**, (Herein after called “REL”) having agreed to exempt <indicate the name and address of the contractor>..... (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No. dated made between RailTel Enterprises Limited 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, or production of a Bank Guarantee for **Rs. 5,00,000/- (Rupees Five Lakh Only)**. We,< indicate the name, address, telephone and fax numbers of the Bank> (hereinafter referred to as “ the Bank”) at the request of the said Contractor(s) do hereby undertake to pay REL an amount not exceeding **Rs. 5,00,000/- (Rupees Five Lakh Only)** against any loss or damage caused to or suffered or would be caused to or suffered by REL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
- (c) We, <indicate the name of the Bank> do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from REL stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by REL 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 failure of the said Contractor(s) 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.5,00,000/-.
- (d) We, <indicate the name of the Bank> undertake to pay to REL any money so demanded notwithstanding any dispute or disputes raised by the said Contractor(s) / Supplier(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 said Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

We, <indicate the name of the 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 REL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till REL 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 (1) last date of claim. We shall be discharged from all liability under this Guarantee thereafter.

We,..... <indicate the name of Bank> further agree with REL that REL 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 REL 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 REL or any indulgence by REL 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 effect of so relieving us.

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

We, <indicate the name of Bank>, lastly undertake not to revoke this Guarantee during its currency except with the previous express consent of REL in writing.

DATED THE DAY OF 2022
for

<indicate the name of the Bank>

Witness

- 1 Signature
Name
- 2 Signature
Name

NOTE: The Guarantee shall be valid for a period of Five years three months.

Abbreviations

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

***** End of EOI *****