

Expression of Interest For Empanelment of Business Partner for Signalling Business

Eoi No: REL/CO/2019/Eoi/Sig. BP/475 dtd 12.03.2019

| S. No. | Company | Sr. No. | RFP Reference (Section No./Page No.) | Content of RFP requiring clarification | Points of clarification required | REL Response to query |
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| 1 | RailSolutions, Noida | 1 | Clause 4 (1,5), Pg:16 | Eligibility Criteria: 1.The applicant should be an established firm operating in India for last 3 years.... 5. The applicant must have undertaken & completed assignments in last 3 years | Please clarify being an MSE firm established in Sept 2018, can we get Exemption on the prior experience criteria. | No change in clause |
| 2 | RailSolutions, Noida | 2 | Clause 4 (2,3), Pg:17 | Eligibility Criteria: 2.The cumulative turnover of the applicant over the last 3 years.... Category III: above 1.5 crore. 3.The company must have positive net worth in last 3 years. | Please clarify being an MSE firm established in Sept 2018, can we get Exemption on the prior turnover criteria. | No change in clause |
| 3 | RailSolutions, Noida | 3 | Clause 4 (8), Pg:18 | Eligibility Criteria 8. The applicant shall have active professionals on company payroll as below: Category III:20 | Requesting Exemption on the criteria, we have 8 professionals on company payroll as of date. | No change in clause |
| 4 | RailSolutions, Noida | 4 | Clause 5.2 (h), Pg:19 | 5.2 Earnest Money Deposit : h) On receipt of LoI of Eoi from REL, applicant shall submit the security deposit of INR 5,00,000 (INR Five Lakhs Only) in the form of Bank Draft or Bank Guarantee.. | Requesting Exemption on the BG for MSME firms. | No change in clause |
| 5 | RailSolutions, Noida | 5 | Clause 3.5, Pg:11 | 3.5 Methodology & Deliverables: Category- III: For Railways SigDACs SigDACs shall be designed as a Universal Generic Tool... | Do we need to design Automation Tool/Software for Application Logic Design and Interface Circuit Design, or can we design the same as per Individual Specific yard layouts. Request to include Yard specific Design as well along with Universal Generic Tool | 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 | Ardanuy | 1 | Clause 3.2(ii), Pg:7 | Category -II: Project execution | Please clarify if consultant can get shorlisted in this category II for PMC | Yes, a consultant get shortlisted in cegory -II for PMC subjected to fulfilment of eligibility criteria for that category. |

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| 7 | Ardanuy | 2 | Clause 4 (1), Pg:16 | <p>The applicant should be an established firm operating in India for last 3 years (2015-16, 2016-17 & 2017-18)</p> <p>OR</p> <p>The applicant foreign firms registered under relevant applicable laws, can bid through their authorised Indian subsidiary/counterpart office/representative. ("100% foreign firms registered under relevant applicable laws (attach proof) may authorize their Indian subsidiary/legal office/representative for ease in coordination and communication to participate on behalf of foreign firms along with the authorization letter. However, the empanelment of foreign firms will be provisional and foreign firms will be required to setup their registered branch subsidiary office/JV/Consortium in India within a period of 12 months of empanelment or before award of any work order, whichever is earlier. All the legal and financial dealing will be done with the Indian registered firm of the foreign firm. In the absence of registered branch office in India, empanelment will stand cancelled." Foreign firms will also counter guarantee the financial of their Indian Counterpart subsidiary. GST and all laws of land will be applicable to the Indian partner of the foreign firm.)</p> | We request to please clarify the process of guarantor | 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 Indian subsidiary. |
| 8 | Ardanuy | 3 | Clause 5.2 (a), Pg:19 | a) The applicant for the empanelment shall furnish EMD (Rs.2.0 lakh for each category and Rs. 3.0 Lakh for all categories) in the form of Demand Draft in favor of RailTel Enterprises Limited payable at Gurgaon/New Delhi. | Please clarify the EMD, if applicant need to apply for 2 or more categories | EMD is Rs.2 lakh for single category and Rs.3 Lakh for more than 1 category. |
| 9 | Ardanuy | 4 | Clause 5.2 (h), Pg:19 | h) On receipt of Letter of Intent (LoI) of EoI from REL, the applicant shall, within a period of 30 days, submit the security deposit of INR 5, 00,000 (INR Five Lakhs Only) in the form of Bank Draft or Bank Guarantee from a scheduled commercial bank for the duration of the empanelment or extended period, if any, in favor of RailTel Enterprises Limited. | Kinldy clarify litted security deposit is for each category or for all | Security deposite is Rs.5.0 Lakh, irrespective of categories, bidder is empanelled for. |

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| 10 | Ardanuy | 5 | Clause 5.11, Pg: 24 | Arbitration | We would request you to please elaborate on the following: 1. Nomination of Arbitrators - Role of consultant 2. Location of Arbitration | <p>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.</p> <p>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.</p> <p>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.</p> <p>The sole arbitrator shall be appointed by Chairman/REI/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.</p> <p>"</p> |
| 11 | Ardanuy | 6 | Clause 6 (d), Pg: 25 | 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. | We would request you to kindly allow a notice letter to be issues by REL in case business partner is unable to quotate 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. | No change in clause |
| 12 | Ardanuy | 7 | Clause 6 (p), Pg: 26 | REL shall have the right to terminate the contract by giving 60 days' notice without assigning any reasons thereof. However, in the event of any breach of terms of the contract, REL will have right to terminate the contract by written notice to the empanelled firm. | This is quite one sided and other party should be given opportunity to discuss/represent themselves to avoid termination | No change in clause |
| 13 | Ardanuy | 8 | Clause 7.4 (11), Pg:35 | Declaration regarding engagement of middleman as per clause 6(i) | Please clarify declaration regarding engagement of middleman as per clause 6(i) as clauses 6(j) seems irrelevant | Clause may be read as " Declaration regarding engagement of middleman as per clause 6(h) " |
| 14 | Ardanuy | 9 | Clause 7.4 (12), Pg:35 | Declaration as per clause 6 (k) | Please clarify declaration regarding engagement of middleman as per clause 6(i) as clauses 6(k) seems irrelevant | Clause may be read as " Declaration regarding engagement of middleman as per clause 6(j) " |

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| 15 | Kalpatru | 1 | Clause 4 (5), Pg:17 | The applicant must have undertaken & completed assignments in last 3 years (2015-16, 2016-17 & 2017-18) as per details indicated below: | We request you to amend the clause 4 – Eligibility criteria, sub clause No. 5 as below: The applicant must have undertaken & completed assignments as a Prime contractor/Management contractor/JV Partner/Sub-Contractor in the last 3 years. (2015-16, 2016-17 & 2017-18) as per details indicated below | The credentials of the bidders may be considered for the weightage of the share (%age) in case of JV. |
| 16 | Kalpatru | 2 | Clause 4 (1), Pg:17 | The applicant should be an established firm operating in India for last 3 years (2015-16, 2016-17 & 2017-18) OR The applicant foreign firms registered under relevant applicable laws, can bid through their authorised Indian subsidiary/counterpart office/representative. (“100% foreign firms registered under relevant applicable laws (attach proof) may authorize their Indian subsidiary/legal office/representative for ease in coordination and communication to participate on behalf of foreign firms along with the authorization letter. However, the empanelment of foreign firms will be provisional and foreign firms will be required to setup their registered branch subsidiary office/JV/Consortium in India within a period of 12 months of empanelment or before award of any work order, whichever is earlier. All the legal and financial dealing will be done with the Indian registered firm of the foreign firm. In the absence of registered branch office in India, empanelment will stand cancelled.” Foreign firms will also counter guarantee the financial of their Indian Counterpart subsidiary. GST and all laws of land will be applicable to the Indian partner of the foreign firm.) | Please clarify whether two Indian firms can make joint venture?, if yes then kindly clarify the qualification requirement for JV firms | 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. |