

Request for Clarification for Expression of Interest (EOI) for Selection of Partner to bid & execute Centralized Train Control (CTC) and Train Management System (TMS) work for Customers of RailTel Enterprises Ltd

Sr. No	Page No.	Clause No.	Statement as per EOI	Query by Applicant	Justification for Query	REL Reply
1	8	3.1 last para	The work includes provision of Train Management system over different sections of Indian Railway as per RDSO Draft specification No.-RDSO/SPN/212/2012 Version 0.2 which defines the Functional requirements of CTC / TMS system for Indian Railways. A brief list of various works indicating the vital items that are included but not limited to, in the scope of the work is given below.	Should applicant apply for all works, or they can apply for particular works?	For example if we only want to support for the hardware architecture and Software but not for procurement of the equipment and installation.	For the complete TMS system as per given scope.
2	8	3.3.3 2 nd para	The system design is to be done as per RDSO draft specification No. RDSO/SPN/212/2012 Version 0.2 or its approved version as an when issued by RDSO.	We understand that the RDSO is preparing the new Specification for TMS/CTC. If there is a significant change in System design as per the New Specification of RDSO.	We have submitted our comments on the New Draft Specification of RDSO on TMS/CTC few months back.	Work will be executed as per RDSO latest version OR as per work Tender requirement.
3	11	4.1	1) However, the empanelment of foreign firms will be provisional and foreign firms will be required to setup their registered branch subsidiary office in India within a period of 12 months of empanelment or before award of any work order, whichever is earlier. 2) In the absence of registered branch office in India, Empanelment will stand cancelled.	As per statement No 1 We request your Clarification on this, if a firm, which has not registered yet in India, can it be given Provisional empanelment. As per statement 2, we request that the statement should be modified to “) In the absence of registered branch office in India, with in the 12 months’ time from the empanelment, the Empanelment will stand cancelled.	Because the next statement in the same clause makes it complicated to understand	Provisional Empanelment will be cancelled, if foreign firm do not set up registered subsidiary office in India with in a period of 12 month from provisional empanelment date or before award of any work tender whichever is earlier.
4	12	4.2 (Eligibility Criteria)	Similar Nature of Work:- Train Management System OR Train Describer System OR Automatic Train Control System OR	We would request you to Add “Other Modern Signaling Systems with onboard Cab signaling”	There are world over other Modern Signaling system which are at par with ETCS Level – 2 or 3, they should be given an opportunity to participate.	No change

			Communication Based Train Control OR Centralized Traffic Control System OR ETCS Level – 2 Signalling system			
5	12	4.3 (Financial Eligibility Criteria)	IV. 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. V. The Applicant should submit 'Acknowledgment Copy' of Income Tax Returns for last three Financial Years (FY 2017-18, FY 2018-19 & FY 2019-20)	A foreign Firm, who is not yet registered in India, will not be able to provide CIN and GSTIN etc. For Income Tax Return, we would ask your clarification/ directions for Foreign firm.	As per Clause 4.1, a provisional empanelment will be provided: “the empanelment of foreign firms will be provisional and foreign firms will be required to setup their registered branch subsidiary office in India within a period of 12 months of empanelment or before award of any work order, whichever is earlier”	The empanelment will be treated as provisional if CIN and GSTIN etc not given by foreign Firm. In case of Foreign firm, IT return require from their country.
6	13	6.4	The EMD may be forfeited: If a 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.	We request this clause to be deleted.	In this proposal, there is no provision for the partner to quote a price for their services.	Clause may be modified as under: - The EMD may be forfeited if an applicant withdraws the proposal after opening of the EOI response and during the period of EOI response validity of its extended period, if any.
7	13	6.6	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.	Request you to Clarify on the Performance Bank Guarantee time line for submission to RailTel.	As not much details are share in this document	Please Refer para 6.3
8	16	13.1	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.	We request you to remove the Commercial Proposal term from the document.	We don't see any provision for Commercial Proposal.	Deleted the commercial proposal from the clause.
9	23	29.16	Time of completion is the essence of any contract. The same must be clearly spelt	Kindly Clarify	As we don't see any provision for the same in the EOI.	This is applicable for the future work tender which will

			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.			be executed REL with their BP.
10	24	Annexure 1	2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals , for a period of 90 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.	Commercial Proposal to be Deleted	As the EOI has no provision to provide the commercial Proposal.	Commercial word may be deleted from the clause.
11	25	Annexure 2	Brief of work done in past of Electronic Interlocking	“Electronic Interlocking” should be changed to Similar works as per Clause 4.2	As Electronic Interlocking in this project might not be the reverent experience.	Annexure 2 may be modified as under:- Brief of work done in past (Similar nature of work) for CTC/TMS/TDS/ ATCS/CBTC/CTCS/ ETCS lever 2 Signalling system.
12	30	Annexure 4	Document Check List	We request for providing the format for 1) Non – Blacklisting Declaration 2) Affidavit for Criminal Background. 3) Power of Attorney Since this the EOI stage I would request you if you can allow a Foreign Firm to give declaration on their Letter Head as it will be difficult for them to get Stamp paper in India.	This is in reference to Clause 4.1 for a foreign Organization; a provisional empanelment will be given until they register an Indian Subsidiary / Legal Office in India.	Annexure may be modified as under: Affidavit for Non-Criminal Background

*** Apart from above queries, following changes are to be viewed:**

1. Page 13, Clause 6.4,

“The EMD may be forfeited: If a 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”.

is to be read as

“The EMD may be forfeited: If a Applicant withdraws the proposal after opening of the EOI response and during the period of EOI response validity or its extended period, if any.”

2. Page 24, Annexure-01, clause 2:

“I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical **and Commercial** Proposals, for a period of 90 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period”.

is to be read as

“I agree to abide by this Proposal, consisting of this letter, our Pre-qualification and Technical Proposals, for a period of 90 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.”

3. Page 25, Annexure-02, Heading

“Brief of work done in past of Electronic Interlocking”

is to be read as

“Brief of work done in past like CTC/TMS/TDS/ATCS/CBTC/CTCS/ETCS Level-2 Signalling System”

4. Page 30, Document Checklist, Clause at SN-9

“Affidavit for Criminal Background”

is to be read as

“Affidavit for Non-Criminal Background”