

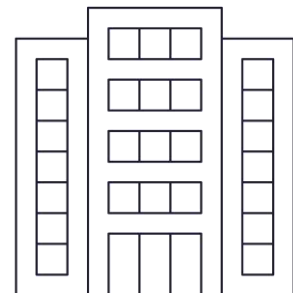
Data centres

REQUEST FOR PROPOSAL

Selection of Managed Service Data Centre (DC)
partner for Development of Data Centre at RailTel's
Noida Land

Global Tender Enquiry (GTE) No: RailTel/GTE/CO/Mktg-BD/2023-
24/RFP/Noida DC/001
[Single Stage- Two Packets Bid]

RailTel Corporation of India Ltd
Corporate Office, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023
www.railtel.in



Data centres

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

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RAILTEL CORPORATION OF INDIA LTD

(A Govt. of India Enterprise)
CIN No L64202DL2000GOI107905

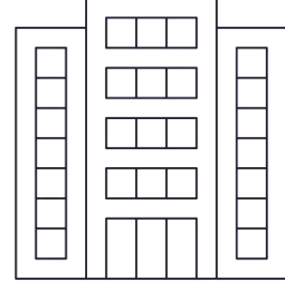
GLOBAL TENDER ENQUIRY (GTE)

RFP No. RailTel/GTE/CO/Mktg-BD/2023-24/RFP/Noida DC/001

Dt: 18.01.2024

RailTel Corporation of India Ltd. invites E (Online) tenders from eligible bidders for **Request for Proposal (RFP) for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land** as per specifications and schedule of requirements of RFP document.

RFP Notice and RFP documents are available at RailTel's website www.railtel.in, Central Public Procurement Portal- <https://eprocure.gov.in/epublish/app> and RailTel's E- Nivida portal- <https://railtel.enivida.com> for downloading. **The Online bid-submission is to be done at RailTel's E- Nivida portal only.**



Data centres

Opening Date of RFP Downloading	: 18.01.2024
Date and Time of Pre-Bid Meeting	: 30.01.2024 at 1100 hrs
Due Date and time of Submission of bids (online submission)	: 20.02.2024 till 1500 hrs
Date and time of Opening of Bids	: 20.02.2024 at 1530 hrs
Earnest Money Deposit (EMD)	: Rs. 10,00,00,000 (Rs 10 Cr)
RFP Processing Fees	: Rs.25,000/- (inclusive of GST)
Contact Person and email	: GM/BD noidadc@railtel.in

Note: Any modification/corrigendum/addendum will be published in the RailTel website, RailTel E-Nivida portal and CPPP portals only.

RailTel Corporation of India Ltd.
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Tel: +91 11 22900600
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For more details please visit – www.railtel.in and <https://railtel.enivida.com>



रेलटेल कार्पोरेशन ऑफ़ इंडिया लिमिटेड

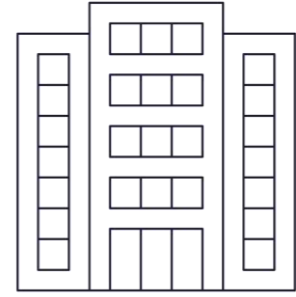
(भारत सरकार का उपक्रम)

सीआईएन सं. L64202DL2000GOI107905

वैश्विक निविदा पूछताछ (जीटीई)

निविदा क्रमांक: रेलटेल/जीटीई/सीओ/मार्केट-बीडी/2023-24/आरएफपी/नोएडा डीसी/001 दि: 18.01.2024

रेलटेल कॉर्पोरेशन ऑफ़ इंडिया लिमिटेड निविदा दस्तावेज़ की आवश्यकताओं की विशिष्टताओं और अनुसूची के अनुसार रेलटेल की नोएडा भूमि पर डेटा सेंटर के विकास के लिए प्रबंधित सेवा डेटा सेंटर (डीसी) भागीदार के चयन के लिए अनुरोध प्रस्ताव (आरएफपी) के लिए पात्र बोलीदाताओं से ई (ऑनलाइन) निविदाएं आमंत्रित करता है।



डेटा सेंटर

निविदा सूचना और निविदा प्रलेख, रेलटेल की वेबसाइट- www.railtel.in, केंद्रीय सार्वजनिक खरीद पोर्टल- <https://eprocure.gov.in/epublish/app> और रेलटेल ई-निविदा पोर्टल- <https://railtel.enivida.com> पर डाउनलोड करने के लिये उपलब्ध हैं। ऑनलाइन बोली प्रस्तुति केवल रेलटेल के ई-निविदा पोर्टल पर जमा की जानी है।

निविदा डाउनलोड के खुलने की तारीख	: 18.01.2024
बोली-पूर्व बैठक की तिथि और समय	: 30.01.2024
आरएफपी प्रस्तुत करने की देय तारीख और समय (ऑनलाइन प्रस्तुत करने के लिए)	: 20.02.2024 को 1500 बजे तक
तकनीकी बोलियां खोलने की तारीख एवं समय	: 20.02.2024 को 1530 बजे
बयाना राशि निक्षेप (EMD)	: 10,00,00,000 रु (10 करोड़ रु)
निविदा प्रसंस्करण फीस	: 25,000/-रु. (जीएसटी सहित)
संपर्क व्यक्ति और ईमेल	: अपर महाप्रबंधक/व्यापार विकास noidadc@railtel.in

टिप्पणी: नोट: कोई भी संशोधन / शुद्धिपत्र / कुछ जोड़ा जाना केवल रेलटेल की वेबसाइट, केंद्रीय सार्वजनिक खरीद पोर्टल और रेलटेल ई- निवेदा पोर्टलों में ही प्रकाशित किया जाएगा।

रेलटेल कॉर्पोरेशन ऑफ़ इंडिया लि.

कॉर्पोरेट कार्यालय, 6 वीं मंजिल, प्लेट- ए,
कार्यालय ब्लॉक -2, एनबीसीसी बिल्डिंग,
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अधिक जानकारी के लिए कृपया - www.railtel.in और <https://railtel.enivida.com> देखें

1 Disclaimer

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of RailTel or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by RailTel to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for proposal pursuant to this RFP (the “**Application**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by RailTel in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for RailTel, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. RailTel accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

RailTel, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with qualification of Applicants for participation in the Bidding

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

Process.

RailTel also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

RailTel may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that RailTel is bound to select or to appoint the selected Bidder, for the Project and RailTel reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which maybe required by RailTel or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and RailTel shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel’s Noida Land

2 Glossary

Term	Meaning
Authority/Purchaser	RailTel Corporation of India Ltd
Applicant/Bidder/ Managed Service Data Centre (DC) partner /MSDCP/Contractor/Respondent	means and includes a Firm, Lead Member (in case of consortium)
Application/RFP Due Date	shall mean the application/bid submission due date mentioned
ACI	<p>For the purposes of this RFP, the expression ‘Available Capital for Investment’ or ‘ACI’ shall in case of funds, mean on the basis of minimum investible funds* subject to the limits of investment in a single investee entity in the relevant jurisdiction for a Foreign Investment Fund, or the maximum permissible investment limit for an AIF (as per SEBI (Alternative Investment Funds Regulations, 2012), as applicable.</p> <p><i>* at the close of preceding financial year. In case a Bidder has received any fresh capital commitment available for the immediate deployment during the current financial year, the same shall be permitted to be added to the Bidder’s ACI subject to the statutory auditor of the Bidder certifying to this effect.</i></p> <p>In respect of funds (domestic or incorporated outside India), a certificate from Statutory Auditor certifying the available capital for investment shall be submitted. Where the financial statements are expressed in a currency other than INR, the eligible amount as described above shall be computed by taking the equivalent INR at BC Selling rate (Bill for Collection Selling (Foreign Exchange) Rate) on the date of bid opening. prevailing on last date of bid submission.</p> <p><i>The ACI needs to be certified by the Statutory Auditor of the Bidder</i></p>

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Term	Meaning
AIF	AIF” means an alternative investment fund as defined in Regulation 2(1)(b) of Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012, as may be amended from time to time;
Authorized representative /signatory	shall mean the person who is duly authorized by the Firm (through issue of Power of Attorney-PoA) in its bid offer submission to sign on the RFP. This designated person shall be authorized to perform all the tasks including, but not limited to providing information, responding to enquiries, entering into commitments on behalf of the firm
Bidding Process	shall have meaning assigned to it under Clause 6.2
Consortium	means the Applicant may be a group of Firms/entities
COD-1	Commercial Operation Date- This is the end of the construction period and the start of the operations- Go- Live- Phase-1. Within 18 months of date of issue of LOA
COD-2	Commercial Operation Date- This is the end of the construction period and the start of the operations- Go- Live- Complete Development. Within 3 years from date of issue of LOA
RFP	Request for Proposal
RFP process	means the entire process from issue of RFP document to the selection of the bidder
RFP Due Date	means the date and time on or before which the bid offer submission should be submitted by Applicants to RailTel
Firm	a company validly incorporated and subsisting under the rules applicable to companies in the jurisdiction of its incorporation as on RFP Due Date
“FINANCIAL CLOSURE” or “PROJECT FINANCING ARRANGEMENTS”	means arrangement of necessary funds by the MSDCP either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance the project.

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Term	Meaning
Foreign Investment Fund	“Foreign Investment Fund” means any appropriately regulated investment fund which is set up in any country outside India, but excludes entities that fall within the ‘Negative List’. In this context, the expression “appropriately regulated” means regulation or supervision by the securities market regulator or the banking regulator or other relevant statutory authority of the concerned foreign jurisdiction;
GoI	Government of India
GTE	Global Tender Enquiry
MEP	Mechanical Electrical & Plumbing Work
Net Worth	For the purposes of this RFP, net worth (the “Net Worth”) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation <i>The Networth needs to be certified by the Statutory Auditor of the Bidder .</i> <i>* Net Worth at the close of preceding financial year.</i> <i>In case a Bidder has issued any fresh equity capital during the current financial year, the same shall be permitted to be added to the Bidder's Net Worth subject to the statutory auditor of the Bidder certifying to this effect.</i>
RailTel/RCIL	RailTel Corporation of India Ltd
Lead Bidder/Member	Lead member of the Consortium as per the Annexure-10 and Consortium Agreement
Project	Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land
RTO	It is the maximum amount of time a business process may be disrupted, after a disaster, without suffering unacceptable business consequences. Cloud services can be critical components of business processes.

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Term	Meaning
RPO	It is the maximum allowable time between recovery points. RPO does not specify the amount of acceptable data loss, only the acceptable time window. RPO affects data redundancy and backup.
Group Company	Group company can be understood as “an economic entity formed of a set of companies which are either companies controlled by a same company or the companies whose majority shareholding is with the same common promoter’s family. <i>Proof of relationship between bidder and Group Company needs to be submitted duly signed by authorised signatory alongwith Statutory Auditor Certificate showing the common shareholding of the promoters in the bidder (entity) and all such entities whose credentials are being used by the bidder.</i>
MSDCP	Managed Service Data Centre Partner
BQQ	Bill of Quantities
CAPEX	Capital Expenditure
CCTV	Closed Circuit Television
DC	Data Centre
DR	Disaster Recovery
DG Set	Diesel Generator
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
GCC	General Conditions of Contract
GST	Goods & Service Tax
HA	High Availability
HVAC System	Heating, Ventilation and Air Conditioning
IGBC	Indian Green Building Council
LAN	Local Area Network
LEED	Leadership in Energy and Environmental Design
MAF	Manufacturer’s/Producer’s Authorisation Form

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of
Data Centre at RailTel's Noida Land

Term	Meaning
MEITY	Ministry of Electronics & Information Technology
MoU/MoA	Memorandum of Understanding/Memorandum of Agreement
MSA	Master Service Agreement
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
OFC	Optical Fiber Cable
OPEX	Operational Expenditure
PBG	Performance Bank Guarantee
PDU	Power Distribution Unit
SCC	Special Conditions of Contract
Server room/hall	Server room and Data Centre shall mean the same
SFTP	Screened Fully Shielded Twisted Pair
SLA	Service Level Agreement; Performance and Maintenance SLA executed as part of this Agreement
SME	Subject Matter Experts
SMPS	Switched-Mode Power Supply
STP	Shielded Twisted Pair
TEC	Tender Evaluation Committee
UAT	User Acceptance Testing
UPS	Uninterruptible Power Supply

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein above.

3 Factsheet & Calendar of Events

Fact Sheet comprising of important factual data on the RFP.

S No	Item	Description
1	RFP- (in 12 Chapters)	Chapter-1: Invitation to Bidders Chapter2: Instructions to Bidders Chapter 3: Scope of Work Chapter 4: Service Level Agreement Chapter 5: Governance Mechanism Chapter 6: Commercial Terms Chapter 7: Revenue Assurance Chapter 8: Obligations of RailTel Chapter 9: Eligibility Criteria Chapter 10: Evaluation Process Chapter 11: Terms & Conditions Chapter 12: Annexures
2	Method of Selection	Single Stage- Two Packet Bid system. First Packet: Determination of Eligible Bidders Second Packet: Commercial bid opening of all eligible bidders to determine the Initial Price Offer (followed by e-Auction process). The contract will be awarded to bidder quoting the highest additional revenue share (%) i.e. Highest Commercial Offer (HCO) to RailTel.
3	Availability of RFP documents and RFP/RFP Submission Portal	https://railtel.enivida.com
4	RFP Processing Fee/ RFP Fee- Non refundable	INR 25,000/- (INR Twenty Five thousand Only)- inclusive of taxes To be submitted online at https://railtel.enivida.com
5	Bid Security/ Earnest Money Deposit (EMD)	Rs 10 Cr (Rs Ten Cr only)- To be submitted online at https://railtel.enivida.com OR Vide NEFT/RTGS in the following Bank Account: Bank Name- UNION BANK OF INDIA Bank Account no:340601010050446 IFSC: UBIN0534064 MICR:110026012 Account name: RailTel Corporation of India Ltd Bank and branch Address: Union Bank of India, Yusuf Sarai Branch, C-1, Green Park Extension, Arvindo Marg, New Delhi-110016

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of
Data Centre at RailTel's Noida Land

S No	Item	Description
		The copy of NEFT/RTGS report to be uploaded at https://railtel.enivida.com along with the bid.
6	Bid Validity	Bid must remain valid up to 180 (One Hundred Eighty) days from the last date of submission of the Bid
7	Proposal Submission Language	English
8	Currency	Currency in which the Bidders will receive payment is INR only
9	Release/Publication/Floating of RFP	18. Jan 2024
10	Last date of submission of Pre- Bid Queries	29. Jan 2024 The queries to be mailed on noidadc@railtel.in
11	Pre- Bid Meeting Date & Venue	30. Jan 2024 at 11 AM Venue: RailTel Corporation of India Ltd 6 th Floor, Plate-A Office Block Tower-2, NBCC Office Complex, East Kidwai Nagar, New Delhi-110023
12	Last Date of Submission of Bid (Online)	20 Feb 2024 till 1500 hrs
13	Opening of Technical Bid	20 Feb 2024 at 1530 hrs
14	Opening of Commercial Bids	To be informed later
15	E-forward Auction	To be informed later
16	RailTel GSTN	07AABCR71762ZE
17	RailTel PAN	AABCR7176C
18	Address for Communication (Email id and Office Address)	The Email Address for all Communications related to this tender will be: noidadc@railtel.in The bidders are advised to strictly use the above email id for sending all communications addressed to RailTel. General Manager/BD RailTel Corporation of India Ltd 6 th Floor, Plate-A Office Block Tower-2, NBCC Office Complex, East Kidwai Nagar, New Delhi-110023
19	RailTel Nodal Officer contacts for the RFP	1. Shri Rahul Singh Sr. DGM/CC Ph no- 9717644461 Email- rahul.singh@railtel.in

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

S No	Item	Description
		2. Shri Alok V Agnihotri GM/BD Ph no-9717644886 Email- avagnihotri@railtel.in

4 Executive Summary

(Source: from third party sources & reports)

India's internet economy, expected to register a six-fold growth, reaching USD 1 trillion by 2030, will be fundamental to the quantum acceleration envisaged across data centre clusters within the country. As India continues its digital revolution, the demand for data storage, processing, and management is expected to witness an unprecedented surge in next 2-3 years, leading to a doubling of its existing capacity in a relatively shorter span. Moreover, the continued growth of data centers in India will drive innovation, economic development, and job creation within the country. Looking ahead, apart from steady penetration in cities, upcoming data centers are likely to be meticulously designed with larger and faster data processing capabilities, robust data security measures, and energy-efficient features.

India specifically has seen remarkable growth in data center capacities in the last three years, driven by exponential increase in data consumption, coupled with improving regulatory framework and robust investments in the sector. India has become one of the top fastest growing data center markets in the APAC region, and ranks 14th globally in its data center inventory. Availability of land and power at affordable rates, attractive returns and robust demand from hyperscalers have made India one of the most sought after market in data center space.

India has over 880 million internet users, almost twice than that of the USA and about 12X higher than that of UK. However, data center space per 1 million of internet users in India stands significantly low compared to the established markets. As data localization becomes a norm, India's data center market is likely to witness accelerated growth, opening enormous opportunities for developers and operators in the space in next 2-3 years. At the same time, abundant availability of space, established global connectivity through submarine cables, comparatively lower land & power costs, and burgeoning demand will further lead data center operators to explore India, resulting in fast paced growth of the sector.

Data centers in India have experienced significant growth and transformation in recent years, with its capacity rising two-fold post pandemic. As of August 2023, the data center capacity across the top 7 cities stands at 819 MW, spread across 11.0 million sq feet. As the country continues its digital revolution, the demand for data storage, processing, and management continues to rise. Furthermore, initiatives like "Digital India" have accelerated the adoption of cloud computing and data-driven technologies, further fuelling demand for state-of-the-art data centers in the country. Upcoming data centers are being designed with larger data storage capacities, robust data security measures, faster data processing and energy efficient features.

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

India's regulatory framework for data centers is constantly evolving with better transparency and structure, strengthening the data center ecosystem in India. In a significant development, data centers in India were granted infrastructure status by the government during the Union Budget FY2022-23. This move, applicable to data centers with over 5MW IT load in dedicated facilities, brings forth a host of advantages. It not only simplifies access to institutional credit at favourable rates but also opens doors to foreign investments. Infrastructure status facilitates easier equity investment, opportunities for loan refinancing, and improved credit availability. This pivotal change promises to bolster the data center industry, attracting both domestic and foreign investments, ultimately paving the way for enhanced services and growth in the sector.

Data protection bill-In August 2023, India's Parliament approved the Digital Personal Data Protection Bill, which introduces clear rules advising organizations to handle people's personal information in the digital age. It covers data processing both within India and outside. Data collected online or offline, and later digitised in India, as well as foreign companies offering goods or services within India come under the ambit of this bill. To use personal data, organizations must have a valid reason and obtain consent from individuals, ensuring data accuracy, security, and deletion when its purpose is fulfilled. Along with data protection, the bill also limits cross-border data storage, encouraging local storage of country's data. This data localisation is likely to intensify the demand for data centers in India in the next 2-3 years.

Data localisation to bolster data center growth-Data localisation, a crucial aspect of managing data today, involves keeping data within certain borders to follow specific rules. In India's context, localisation will make it mandatory for companies collecting critical consumer data to store and process it in data centers present within India and select trusted geographies. Need for Data Center infrastructure within the boundaries of the country is further necessitated by the data localization provisions of proposed Data Protection Act and for protection of the digital sovereignty of the country in an increasingly connected world. While data localization will primarily ensure protection of personal and financial information of country's citizens, it will also accelerate need for data center spaces for storing large volume of data, thus bolstering growth of Data center industry within the country.

Rural Connectivity and 5G Expansion: The BharatNet initiative, aiming to connect village panchayats with optical fiber by 2025, opens doors for smaller data centers in towns. The rollout of 5G services, Digital Banking Units (DBUs), and the National Digital Health Ecosystem further increases demand for data storage services in the rural areas of India

Optic fibre networks augmentation: India, like the rest of the world, is witnessing substantial investments in data centers. Apart from policy incentives, continuous improvement in power and fibre networks is vital.

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

While international marine cables enhance India's global connectivity, local, intra-city infrastructure enhancements are equally crucial for the success of upcoming projects

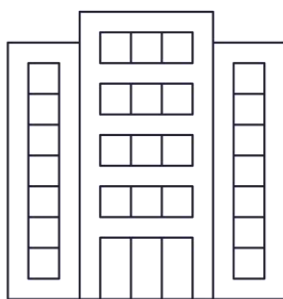
In the intelligent world to come, demand for computing power will be unprecedented, and data centers will become the world's most critical infrastructure. According to Huawei's Intelligent World 2030 report, the volume of data generated globally will exceed one yottabyte (i.e., a quadrillion gigabytes) by 2030. In addition, general-purpose computing power will increase 10- fold, and AI computing power will grow by a factor of 500 relative to 2020. Moving forward, every 10 years we're set to see a hundred-fold increase in computing power. Modern data centers are the conduit for new information and communications technologies, like AI and cloud computing. In effect, data centers have become the computing backbone of new digital infrastructure, playing a role of unprecedented strategic importance – the engines of digital economy.

Future data centers will need far more optimal computing architectures to generate even greater computing power while consuming less energy.



CHAPTER-1:

Invitation to Bidders



Data centres

5 Chapter-1: Invitation to Bidders

5.1 Request for Proposal

1. RailTel Corporation of India Ltd. (hereafter referred as “RailTel/Authority/Purchaser”) invites proposals for technical bid and commercial bid for Selection of Managed Service Data Centre (DC) partner-MSDCP for Development of Data Centre at RailTel's Noida Land. The scope of work has been detailed out in the Chapter 3. Any amendments / corrigendum after the release of the RFP shall be an integral part of the RFP.
2. The intent of this RFP is to invite proposals from the agencies/ Firms/Companies (also referred to as ‘bidders/applicants’) to enable RailTel Corporation of India Ltd to select a Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land.
3. In this RFP, the term “bidder” / “successful bidder (Managed Service Data Centre partner-MSDCP)” refers to the primary bidder together with other entities responsible for delivering products/ services mentioned in the “scope of work” in this RFP.
4. Any correspondence exchanged with the lead bidder of consortium/ joint venture bidder shall be binding on all the consortium/ joint venture members.
5. Bidders are advised to study the RFP Document carefully. Submission of response to RFP shall be deemed to have been done after careful study and examination of the RFP Document with full understanding of its implications. Online offers prepared in accordance with the procedures enumerated in this RFP should be submitted to the RailTel not later than the date and time laid down, at the address given in the RFP
6. RailTel shall enter into a contract with the successful bidder.

5.2 About RailTel

RailTel is one of the largest neutral telecom services providers in the country owning a Pan-India optic fiber network on Right of Way (ROW) along Railway track. The OFC network is covering all important towns & cities of the country and several rural areas. Along with a strong a reliable network of 67500+ RKM of Optic fibre, passing through 7321 stations across the country, RailTel has 21000 KMs of access networks. In high bandwidth backbone segment, RailTel occupies a proud place with its unparalleled network. The network has the ability to provide the mission critical customized connectivity platform for enhanced corporate efficiency and growth. RailTel is a part of Data Centre industry with two tier III uptime certified data centers in Gurgaon and Secunderabad.

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

RailTel's various operations are certified for Tier-III (Design & Facility), ISO 27001:2013 Certified for Information Security Management System, ISO 20000:2018 Certified for Service Management System, ISO 9001:2015 Certified for Quality Management System, ISO 27017:2015 Certified for Cloud Security, ISO 27018:2019 Certified for Data Privacy in Cloud Service, ISO 27033 Certified for Network Security, CMMI Maturity Level-4 Certified for Process Improvement.

RailTel has a strategic relationship with the Indian Railways and it undertakes a wide variety of projects including provision of mission critical connectivity services like IP based video surveillance system at stations, 'e-Office' services and implementing short haul connectivity between stations and long haul connectivity to support various organizations within the Indian Railways. RailTel also provide various passenger services including Wi-Fi across major railway stations in India.

RailTel is at the forefront of providing nationwide Broadband Telecom & Multimedia Network in all parts of the country in addition to modernization of Train operations and administration of network systems for Indian Railways. With its Pan India high capacity network, RailTel is working towards creating a knowledge society at various fronts and has been selected for implementation of various mission-mode Govt. of India projects in the telecom field. RailTel offers a bundle of services like, MPLS-VPN, Telepresence, Leased line, Internet, NGN based voice carriage services to Telecom Operators Tower Co-location, Data center, NOC & SOC services etc, RailTel is a pioneer in transforming Railway stations into Digital hub by providing public Wi-Fi at major Railway stations. Currently 6100+stations are live with RailTel's RailWire Wi-Fi.

The major customer segment for RailTel comprises of Government Institutions/departments, Enterprises, Banks, , 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.

5.3 Project Background

RailTel is part of Data Centre Industry and entered into Data Center Business a decade ago while creating two state of art Tier-III certified Data Centres at Gurgaon and Secunderabad of 100 rack each. The Secunderabad data centre is RailTel's first data centre, and the country's eighth, with Tier -3 certification for design and facilities by UPTIME Institute USA. Both the Data Centres are empaneled as Cloud Service Providers (CSP) with Ministry of Electronics and Information Technology (MeitY).

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

RailTel unique positioning of being a Telecom Infrastructure provider in the country owning a Pan-India optic fiber network on Right of Way (ROW) along Railway track and thus covering all important towns & cities of the country and several rural areas provides the mission critical customized connectivity platform to its Data Centres for enhanced corporate efficiency and growth. RailTel's comprehensive data centre solutions include transformation and systems management, hosting and co- location services, as well as the development of a secure and energy-efficient infrastructure environment.

Over the years, Noida has emerged a major IT/ITeS Hub. Its proximity to India's capital city coupled with the population density of UP gives Noida a unique position to serve a large population base. Moreover, the upcoming International airport at Jewar and land cost vis-à-vis other NCR locations also gives Noida an advantage over other cities like Delhi & Gurgaon. The Delhi-NCR is the major hub for Government/Ministries/Enterprise Segment and the demand for Data Centre Services is ever increasing.

The Managed Service DC partner (MSDCP) will earn the benefits of Data Centre Policy of UP Government in terms of various incentives.

RailTel being a Telecom Infra provider with Pan India presence, a ICT service provider and an existing DC provider is also foraying into Edge Data Centre (EDC) Business segment. The proposed Development of DC at Noida will be well supported by the various combinations of product and services lines backed with new technologies and innovation making the proposed Noida DC as a first choice to various existing and new Government & Enterprise segments in and across the Delhi NCR Region covering PAN India and a preferred destination for DC services. This DC will contribute to a strong global computing industry and a faster-growing digital economy.

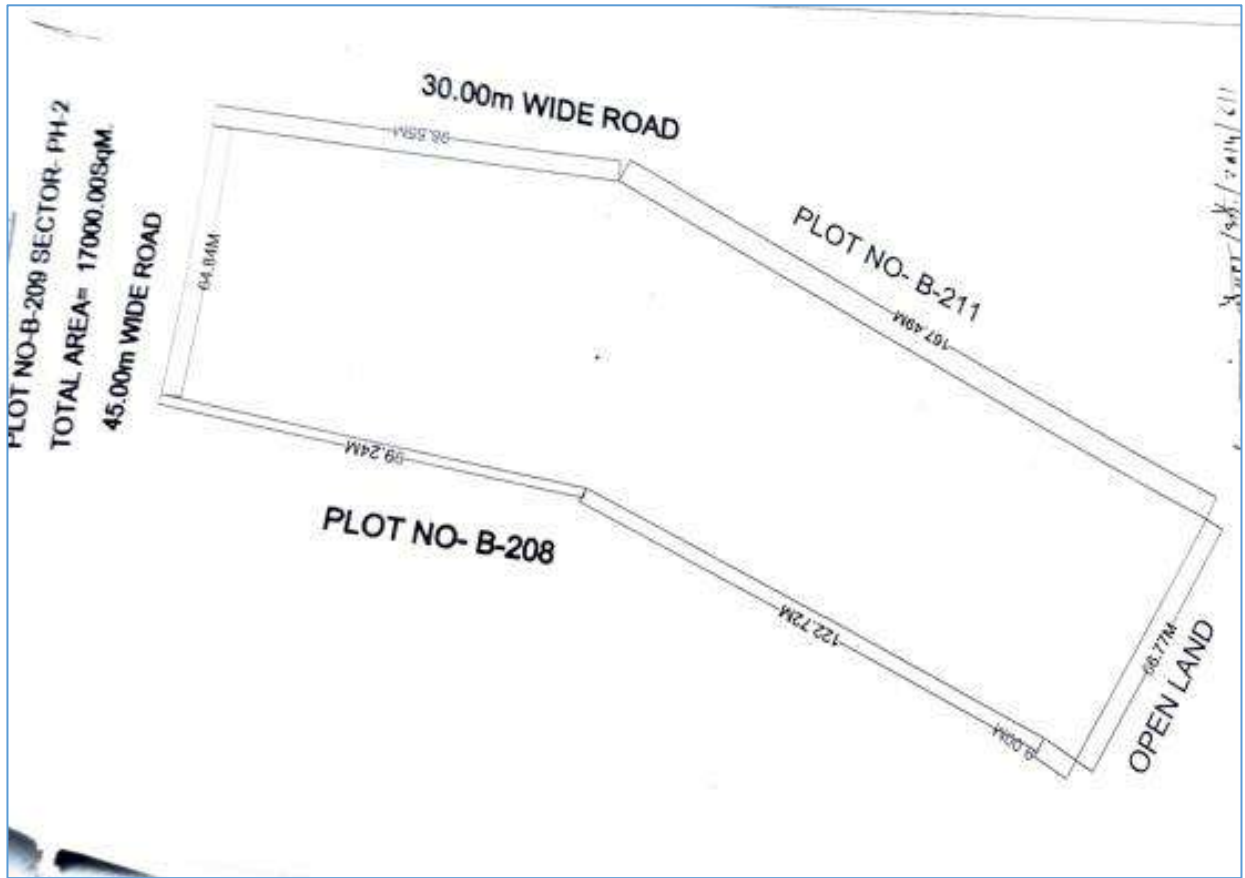
5.4 Key Information

5.4.1 About the plot

RailTel owns Industrial plot no. B- 209, Sector Phase II, Noida, Uttar Pradesh (UP) and measuring 17,000 sqmtrs. purchased from Noida Authority on lease hold basis. The possession of plot taken by RailTel on 12.08.2014. The period of lease is 90 years. The Lease Deed of the plot has been executed in favor of RailTel and lease rent, against the said plot, is being paid by RailTel to the Noida Authority. The plot is primly located in the Industrial and Commercial hub in Noida, UP with accessibility through 45 mtr wide road. The land has been allotted to RailTel for setting up Data Centre.

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

5.4.2 Details of the plot (as per allotment):



Plot Area- 17,000 sq mtrs

Lat-Long (mid): 77°24'22" E:: 28°32'41" N

Floor Area Ratio-3.0

Max. ground Coverage- 55%

5.5 Power of Attorney

The bidder shall clearly specify whether the tender is submitted on behalf of a Limited Liability Partnership-LLP Firm/Alternate Investment Fund (AIF)/ Company / Consortium. The bidder(s) shall enclose the copies of the constitution of their concern, and copy of PAN Card along with their tender. RFP Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, as the case may be. **The bidder shall submit the copy of Authorization/Power of Attorney issued by the bidder (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the bidder and create liability against the bidder. Format as per Annexure 9 and/or Annexure 10 (as applicable).**

5.6 Duration of Contract

The contract period will commence from the date of issue of Letter of Intent (LOI). The term of the contract shall be valid for period of 20 years including implementation time period. The contract duration may be further extended **for a period of five years** with mutual consent between RailTel and the Managed Service Data Centre partner (MSDCP) on mutually agreed terms and conditions. RailTel may, at its sole discretion initiate a process to do best price discovery with the first right of refusal to the incumbent/ successful bidder for the extended period.

5.7 Earnest Money Deposit

The EMD is to be paid online at RailTel E- Nivida Portal. Additionally, the option of direct NEFT/RTGS payment to RailTel Account is also provided. In all these cases, the payment NEFT/RTGS transfer to be received before the due date and time of submission of RFP offer and copy of NEFT/RTGS to be uploaded with bid documents. However, direct payment at RailTel E-Nivida website is the preferred mode of submission of EMD. In all cases, Bid received without RFP participation fees and EMD as specified in this RFP will summarily be rejected.

1. EMD amount- Rs 10 Cr
2. The EMD is interest free.
3. The EMD, for the amount mentioned in this RFP, of successful bidder would be returned upon submission of Performance Bank Guarantee. The EMD of all unsuccessful bidders will be refunded by RailTel on the completion of the RFP process.
4. The bid submitted without EMD, mentioned above, will be summarily rejected without providing any further opportunity to the bidder concerned.

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

5. The bidder shall extend the validity of the offer and EMD on request by RailTel
6. The EMD may be forfeited:
 - 6.1. If a bidder withdraws its bid during the period of bid validity.
 - 6.2. In case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions.
7. If the proposal is accepted, the amount of Earnest Money will be held as security deposit for due and faithful fulfilment of contract. The Earnest Money of successful bidder will be returned after the Performance Bank Guarantee as required under bank guarantee clause and formal contract duly signed is received by RailTel.
8. Bank Details for NEFT/RTGS payment: (copy of NEFT/RTGS payment to be uploaded under payment section at E-Nivida website. DD Option to be chosen at E-nivida website for this purpose)

Bank Name- UNION BANK OF INDIA

Bank Account no:340601010050446

IFSC: UBIN0534064

MICR:110026012

Account name: RailTel Corporation of India Ltd

Bank and branch Address: Union Bank of India, Yusuf Sarai Branch, C-1, Green Park Extension, Arvindo Marg, New Delhi-110016

9. DD/Offline mode of payment is not allowed for any payments under this RFP
10. Bid response not accompanied by RFP Participation fees and EMD will be summarily rejected.

5.8 Confidentiality

1. The Bidder shall disclose to RailTel any Confidential Information and other information as RailTel may reasonably require for verifying the Bidder's compliance with the Contract. Further, the Bidder shall not use, copy, publish, disclose or otherwise deal with, nor cause nor permit its Subbidders or any persons for whom it is contractually or otherwise responsible for, to use, copy, publish, disclose or otherwise deal with any Confidential Information, otherwise than for the performance of its obligations under the Contract.
2. The Bidder shall not
 - 2.1. disclose the Contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of RailTel in connection therewith, to any person other

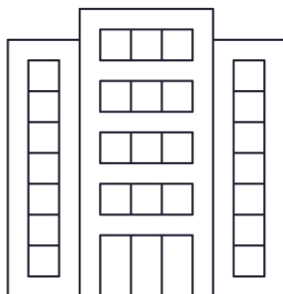
Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

- than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance;
- 2.2. make use of any document or Confidential Information enumerated in the Contract, except for the purpose of the Contract; and
 - 2.3. communicate or use in advertising, publicity, sales, releases or in any other medium, photographs or other reproduction of the Works under this Contract or description of the Project Site, dimensions, quantity, quality or other information, concerning the Works.
3. Any document, other than the Contract and enumerated in the Contract shall remain the property of RailTel and shall be returned (in all copies) to RailTel on completion of the Bidder's performance under the Contract, if so required by RailTel.



CHAPTER-2:

Instructions to Bidders



Data centres

6 Chapter-2: Instructions to Bidders

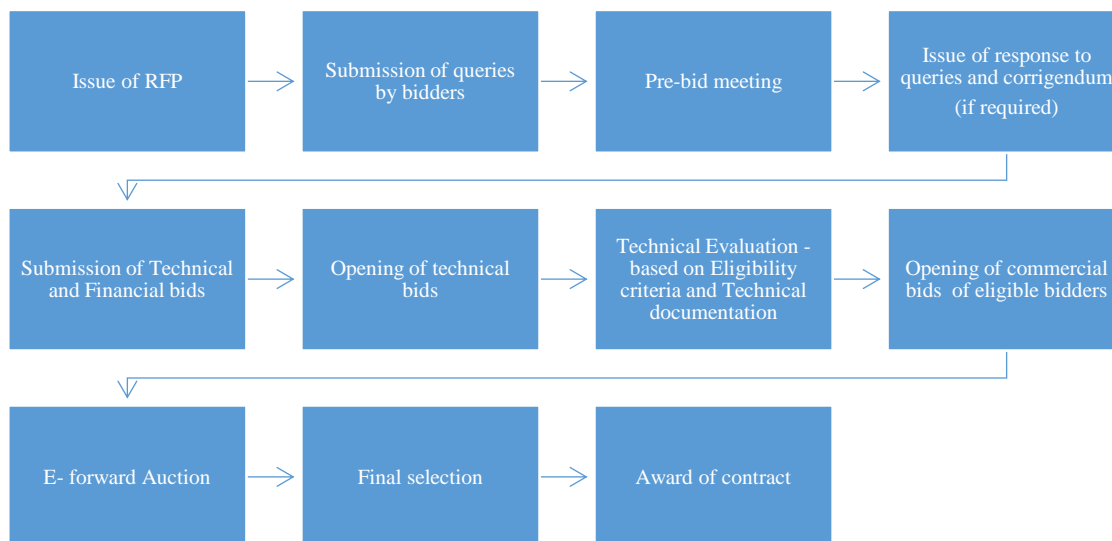
6.1 General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to responding to the RFP.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the RailTel on the basis of this RFP
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of RailTel.. RailTel may cancel this public procurement at any time prior to a formal written contract being executed by RailTel.
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- e) Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- f) The Bidder should submit a Power of Attorney authorizing the signatory of the Proposal to commit the Bidder (Format at Annexure-9). In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Annexure 10.
- g) The Proposal shall consist of (Revenue Share percentage) to be quoted by the Bidder as per the terms and conditions of this RFP and the provisions of the Contract Agreement
- h) This RFP is not transferable.
- i) Any award of contract pursuant to this RFP shall be subject to the terms of Bidding Documents.

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel’s Noida Land

6.2 Bid Process

The bid process would comprise of the following stages:



6.3 Bid Data-Sheet

The following table captures an indicative timeframe and other relative information for the overall bidding process. RailTel reserves the right to modify this timeframe at its absolute and sole discretion and without providing any reasons thereof. However, changes made to the timeframe will be communicated to the affected respondents/ bidders during the process.

S. No.	Activity	Deadline
1	Date of issue of RFP	18 Jan 2024
2	Last Date of submission of queries on RFP	29 Jan 2024
3	Pre Bid Meeting date and time	30 Jan 2024 at 1100 hrs
5	Bid Submission last date and time (Online)	20 Feb 2024 at 1500 hrs
6	Technical Bid Opening date and time	20 Feb 2024 at 1530 hrs
7	Financial Bid Opening date and time	To be informed later
9	Bid Security Deposit (EMD)	₹ 10,00,00,000 (Rs Ten Crore only)

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

S. No.	Activity	Deadline
11	RFP Participation Fee/RFP Fee	₹25,000 (Rs Twenty Five Thousand) - inclusive of GST

Note:- All bid documents shall be submitted online at RailTel's E- nvida portal for online tendering, before due date and time prescribed in this RFP or in subsequent corrigendums/addendums. Offline documents to be submitted preferably within 10 days from the last date of submission of bids

6.4 Site visit for Preparation of bids

1. The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site shall be at the Bidder's own expense.
2. It is strongly recommended that Bidders may conduct their own studies and surveys as per the requirement of RFP wherever necessary, prior to the proposal submission at their own costs.
3. No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

6.5 Bid validity period

The proposal submitted along with commercials shall indicate that it is a firm and irrevocable offer and shall remain valid for a period of not less than 180 days from the date of bid submission. All the responses including the quotes would be binding on the bidder for the specified time period. However, the bidders may be requested by RailTel to further extend the validity of the bid.

6.6 RailTel's right to accept any bid or reject all bids

Notwithstanding anything to the contrary contained herein, RailTel reserves the right to accept or reject any Bid and to annul the bidding process and reject all bids at any time prior to award of LoA, without thereby incurring any liability to the affected bidder or bidders or of any obligation to inform the affected bidder or bidders of the grounds for RailTel's rejection.

6.7 Signing Authority

Bidders should ensure that the tender documents/ self-declaration(s)/offer has been signed in ink/Digital Signature by appropriate/authorized representative of the bidder. Power of attorney (POA) for the authorized signatory has to be submitted as per the Clause 5.5 and as per the relevant annexures of this RFP. The Digital Signature-DSC of the authorized signatory as per Power of Attorney-POA submitted only to be used for the bid submission. While evaluating the bids, RailTel, may at its sole discretion, not accept/consider the documents not signed by appropriate/ authorized representative of the bidder.

6.8 Two-packet online bidding process

1. "Two Packets" bid system would be followed.
2. Bid will contain 'Technical Bid' (TB) and 'Commercial Bid' (CB). RFP participation fees & Earnest Money Deposit must accompany all tender offers as specified in this RFP document and to be paid online at Railtel E-Nivida website. Additionally, the option of direct NEFT/RTGS payment to RailTel Account is also provided. In all these cases, the payment NEFT/RTGS transfer to be received before the due date and time of submission of RFP offer and copy of NEFT/RTGS to be uploaded with bid documents. However, direct payment at RailTel E-Nivida website is the preferred mode of submission of both RFP Participation fees and EMD. In all cases, Bid received without RFP participation fees and EMD as specified in this RFP will summarily be rejected.
3. All schedules, formats, annexures etc should be digitally signed by an authorized official of the bidder's company (Single bidder or lead bidder in case of consortium)
4. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of the bid.
5. Offers with insufficient information are liable to be rejected. The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person(s) signing the bid should sign such corrections.
6. The technical bid should be complete in all respects and contain all information asked for, and should not contain any information on Commercials/Financials of his offer.
7. The technical bid should include all items asked for in this RFP and other formats present in the annexure to this RFP. The technical bid should be complete to indicate that all services asked for in this RFP are quoted and should give all required information

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

8. RailTel, at its discretion, may not evaluate a technical bid in case of non-submission or partial submission of technical details.
9. It is mandatory to provide the response in the exact format as explained in this RFP document. The offer is liable to be ignored for evaluation by RailTel in case of non-adherence to the format or non-submission/ partial submission of technical details per the format given in the RFP.
10. The bidder is also expected to submit a copy of the RFP, pre-bid response released and addendums & corrigendums (if any) bearing the digital signature of authorized signatory of the bidder (Single bidder or lead bidder in case of consortium).

6.9 Commercial Bid

The commercial bid should be submitted online as per the format stated in the Annexure-1 and should be without any conditions. RailTel reserves the right to accept or reject commercial bid offered by the bidder. The commercial bid shall also be submitted at the same time as the technical bids.

6.10 Structure of Bids for Online Submission

RailTel expects the bidders to carefully examine all instructions, terms and conditions mentioned in this RFP document before submitting their unconditional compliance as part of the RFP. Failure to furnish all information required or submission of an RFP not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in the rejection of its response.

Each bid must be submitted as Technical and Commercial Bids in Two Packets.

The submission of the entire Bid would be online on the eTendering Portal- <https://railtel.enivida.com> (unless otherwise specified herein in the section titled 'Offline Submissions'). Broad outline of the Bid submission are as follows:

1. **Online Submission:** Online submission shall mean submission of digitally signed copies of: (i) Technical Bid- Eligibility Documents & required Documents as per tender, (ii) Financial Bid as per Financial Bid Format and, (iii) submission of digitally sign copy of all required other documents as per the RFP/Corrigenda's at the RailTel E-Nivida website. The tender submission is through online mode
2. **Offline Submission:** The bidders are required to submit the original hardcopy of the following documents preferably within 10 days from the last date of submission of bids:
 - a. Power of Attorney for Lead bidder/ consortium members- Annexure 9/10.

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- b. Consortium Agreement (if applicable)- Annexure 7
- c. Integrity Pact- Annexure 22 (two copies)
- d. Conflict of Interest (Annexure-19)
- e. Form 2 (PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE (On Stamp Paper of Rs. One hundred)- Annexure 23
- f. Form 4- Form regarding certification against false representation & correctness of information/documents.- Annexure 24
- g. Holding/Group/Subsidiary Company Guarantee (if applicable) along with tender specific Board Resolution and Power of Attorney.- Annexure-12

The bidder is requested all its offline bid documents in a sealed envelope, which shall bear the heading RailTel/GTE/CO/Mktg-BD/2023-24/RFP/Noida-DC/001, at the following address, preferably within 10 days from the last date of bid submission:

General Manager/BD
 RailTel Corporation of India Ltd.
 Corporate Office,
 6th Floor, Plate-A,
 Office Block-2, NBCC Building,
 East Kidwai Nagar,
 New Delhi-110023

Note: Bidders are required to provide all the requested information as per this RFP Document, in the formats specified in this RFP Document. The RailTel reserves the right to reject any Bid that is submitted after the Technical Bid Due Date or is not submitted in the specified format.

The following table comprises the constituents of Technical and Commercial Bids

S.No.	Bid Component	Annexure
1	RFP Fee/EMD	
1.1	EMD	Yes- Payable Online
1.2	RFP Participation Fee/Tender Fee	Yes- Payable Online
2	Technical Bid	
2.1	Tender Offer Cover Letter	Annexure 2
2.2	Bidder Profile (Single Bidder)	Annexure 3
2.3	Lead Bidder and Consortium Details	Annexure 4

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S.No.	Bid Component	Annexure
2.4	Details of Lead Bidder and Consortium	Annexure 5
2.5	Bid Undertaking Letter	Annexure 6
2.6	Consortium Agreement (in case of consortium)*	Annexure 7
2.7	Lead Bidder PAN/TAN Card	Yes
2.8	Lead Bidder GSTIN certificate	Yes
2.9	Certificate of Incorporation and MOA	Yes
2.10	Commercial Compliance Certificate	Annexure 8
2.11	Power of Attorney for Authorised Signatory (Single Bidder or all members of consortium individually)	Annexure 9
2.12	Power of Attorney for lead bidder (in case of consortium)	Annexure 10
2.13	Undertaking from Holding Company/ Subsidiary Along with Tender Specific Board Resolution and Power of Attorney	Annexure 12
2.14	Undertaking to form a joint venture by consortium (in case of consortium)	Annexure 13
2.15	Submission Checklist	Annexure 14
2.16	Confirmation to Terms and Conditions	Annexure 15
2.17	Confirmation to Eligibility Criteria	Annexure 16
2.18	Past Experience Form	Annexure 17
2.19	OEM's undertaking	Annexure 18
2.20	Conflict of Interest	Annexure 19
2.21	Technical Bill of Material	Annexure 20
2.22	Compliance Statement	Annexure 21
2.23	Integrity Pact	Annexure 22
2.24	Form 2	Annexure 23
2.25	Form 4	Annexure 24
2.26	Non- Disclosure Agreement	Annexure 26
2.27	Documents for Eligibility Criteria	Yes
2.28	Detailed Technical Proposal	Yes

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S.No.	Bid Component	Annexure
2.29	Digitally signed copy of RFP (including all Corrigendums)	Yes
2.30	Certificates related to Guidelines issued by MoF through OM no. F.7/10/2021-PPD dtd. 23.02.2023	Annexure 28
3	(Commercial Bid)	
3.1	Commercial Bid	Annexure 1

* Note: Bidders are expected to submit an appendix indicating the split of work and techno-commercial arrangement between the consortium members. **Bidders are mandated not to reveal any information whatsoever about the commercial offer made to RailTel in the Technical Bid document(s) as response this RFP.** This appendix should to Annexure 7 should also be signed by the authorized signatory of each consortium member.

The bidder must prepare a table of content with proper referencing (such as serial number, page number, heading etc.) for each document submitted as part of the proposal

6.11 Submission of Bids through Online Process

Instructions for Online Bid Submission:

1. Following are the instruction for online bid submission as per the term and conditions:

The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Class 3 Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid. **Prepare their bids in accordance with the requirements and submitting their bids online on the e-tender Portal.**

More information useful for submitting online bids on the e-tender Portal may be obtained at:

<https://railtel.enivida.com>

6.11.1 REGISTRATION:

1. Bidders are required enroll on the e-Procurement Portal (URL: <https://railtel.enivida.com>) with clicking on the link "Online bidder Registration" on the e-tender Portal by paying the Registration fee of Rs.2360/- Per vendor/per year.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

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3. Bidders 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 bidder.
4. Upon enrolment, the bidders 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 one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder 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 portal <https://railtel.enivida.com>.
8. After completion of registration payment, you need to send your acknowledgement copy on our help desk mail id eprochelpdesk.101@gmail.com for activation of your account

6.11.2 SEARCHING FOR RFP DOCUMENTS

1. There are various search options built in the RailTel Corporation Of India Limited e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested, they can pay the processing fee Rs 2500+18% GST (NOT REFUNDABLE) by net-banking / Debit / Credit card. After that respective contractor/Vendor may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

6.11.3 PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the RFP document before submitting their bids.
2. Please go through the RFP advertisement and the RFP document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the RFP document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with colored 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 bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders 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 bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

6.11.4 SUBMISSION OF BIDS

1. Bidder should log into the website well in advance for the submission of the bid so that it gets

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uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the RFP document as a token of acceptance of the terms and conditions laid down by RailTel.
3. Bidder has to select the payment option as "Online Payment" to pay the RFP fee / EMD as applicable and enter details of the instrument.
4. Bidder should submit the EMD online as per the instructions specified in the RFP document. In case of non-submission of EMD amount online (or by DD option before the due date and time of submission of bid offer), the uploaded bid will be summarily rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the RFP document, then the same is to be downloaded and to be filled by all the bidders. Bidders 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 bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded RFP documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded RFP documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
10. 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 bid opening meetings.

6.11.5 ASSISTANCE TO BIDDERS

1. Any queries relating to the RFP 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 RFP.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the 24x7 Helpdesk Support.
Please feel free to contact RailTel E-nivida Helpdesk (as given below) for any query related to e-tendering.

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1. Helpdesk landline No: 011-49606060
2. Mr. Amrendra (8448288980)
3. Mr. Birendra Kumar (8448288988)

6.11.6 Electronic-Forward Auction:

- a) Only Initial Price Offer Qualified Bidders as shall be allowed to participate in the e-Auction. (Refer to Section 12.2)
- b) **RailTel Auction website:** <https://railtel.enivida.com>
- c) The bidder has to pay the applicable charges for e-auction event. Details will be intimated later.
- d) Initial Price Offer Qualified Bidders while participating in the e-Auction are required to quote the additional revenue share (%) to RailTel.
- e) During the e-Auction, the highest initial price offer shall constitute the **Floor price** and all Financial Bids made during the e-Auction shall be incremental by 10 basis points i.e. by 0.1% or by the specified increment value or multiples thereof which shall be notified to the **Initial Price Offer Qualified bidders minimum 1 day before e- auction.**
- f) Initial Price Offer Qualified Bidders shall quote a value by addition of relevant incremental amount to the last quoted Financial Bid reflected in the Auction Portal. For avoidance of doubt, it is clarified that at any time during auction process the Initial Price Offer Qualified Bidders shall only quote an amount above the last quoted Financial Bid on the portal.
- g) At any time during the e-Auction, the only highest Financial Bid of the Initial Price Offer prevailing at that time shall be visible to the Initial Price Offer Qualified Bidders on the Auction Portal.
- h) At any time during the e-Auction, information with respect to the identity of and the number of other Initial Price Offer Qualified Bidders and their details shall not be made visible to anyone.
- i) On the date of e-Auction, the auction process will commence at the time specified by RailTel (“Auction Start Time”) on the Auction Portal and shall continue and last for a duration of 4 (four) hours, ending at Auction End Time subject to any time extension, as per the terms and in the manner described below. The Initial Price Offer Qualified Bidders may quote their Financial Bid which is higher than the Minimum Guarantee quoted by the other Qualified Bidders during the e-Auction. Details:

Sl.	Parameter	Value
1.	Date and Time of Forward-Auction Bidding Event	Will be intimated later
2.	Duration of Forward-Auction Bidding Event	4 Hour

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3.	Automatic extension of the ‘Forward-Auction Closing Time’, if last bid received is within a ‘Predefined Time-Duration’ before the ‘Forward-Auction Closing Time’	Yes
3.1	Pre-defined Time-Duration	Within last 10 minutes
3.2	Automatic extension Time-Duration	10 minutes
3.3	Maximum number of Auto-Extension	Unlimited extension
5.	Entity – Start-Price	Please refer Clause e above
6.	Minimum Bid-Increment	10 basis points i.e. 0.1% or multiples thereof to the floor price which shall be notified to the Initial Price Offer Qualified bidders minimum 1 day before e- auction.

In the event a Financial Bid is received during the last 10 (ten) minutes before the scheduled Auction End Time, the close time of the e-Auction will be automatically extended by 10 (ten) minutes from the time the last Financial Bid is received in order to give equal opportunity to all other Qualified Bidders. This process of auto extension will continue till occurrence of a time period of 10 (ten) minutes during which no Financial Bid is received on the Auction Portal. For avoidance of doubt it is clarified that in case during any extended period of 10 (ten) minutes no further bid higher than the last quoted highest bid is received, the auction sale will be automatically closed at the expiry of the said extended 10 (ten) minutes and the Qualified Bidder whose Financial Bid is the highest at the end of such extended time will qualify for being finalised as the Selected Bidder.

Illustration; Assuming that the initial Auction End Time for a particular electronic auction is 1200 hours and a Financial Bid is received at 1155 hours, the scheduled Auction End Time shall be revised to 1205 Hours. Again if a Financial Bid is received at 1204 hours, the scheduled close time shall be revised to 1214 hours and so on.

Further, in the event that no further Financial Bid is received till 1214 hours, the electronic auction will close at 1214 hours. The Qualified Bidder with the Financial Bid at 1214 hours shall be declared as Selected Bidder.

Note:- After the Financial opening there shall be forward auction the starting price will be the H1 bidder price which shall be obtained after the financial bid opening .When financial bids of the bidder will be opened, rest terms & condition shall be shared after publishing of the e-auction .Hence respective vendor/contractor to keep referring RailTel Corporation of India Ltd. E-procurement website (<https://railtel.enivida.com>).

The above example is only illustrative and is meant for guidance only.

- j) In case no offer or incremental bids received during e-auction, the bidder having quoted the highest initial price offer will be considered as successful bidder.

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6.11.7 Opening of Bids

Bids received within the prescribed closing date and time will be opened in the presence of bidders' representatives who choose to attend the opening of the tender on the specified date and time as mentioned earlier in the tender document. The bidder's representatives present shall sign a register of attendance and minutes and therefore should be authorized by their respective companies to do so. A copy of the authorization letter should be brought by the bidder's representative for RailTel to verify.

The bids shall be opened online in 2 phases:

In Phase 1 (Technical Bid Opening), online envelope, technical bid will be opened, as per the schedule given in the RFP, by technical bid opening committee of RailTel appointed for the purpose, in the presence of bidder(s) who choose to attend the meeting and sign a register evidencing their attendance.

In Phase 2 (Commercial Bid Opening), commercial bids of only those bidders who qualify the Technical Eligibility Criteria and other compliances as per RFP ,shall be opened in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place that will be communicated to them. The bidders' representatives who are present shall sign a register evidencing their attendance.

RailTel reserves the right to take the services of any one or more external agencies for the evaluation of the proposal submitted by the bidder. However, the final decisive parameters would be at the sole discretion of RailTel and RailTel is not liable to disclose either the criteria or the evaluation report/ reasoning to the bidder(s).

For detailed evaluation process, refer Chapter 10.

6.11.8 Clarification of bids

During the technical bid evaluation, RailTel may, at its discretion, ask the bidders for clarifications with respect to their bids. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted. RailTel has the right to disqualify the bidder(s) whose clarifications are found not suitable for the requirement according to the scope of the work.

6.11.9 Address for Communication

The Email Address for all Communications related to this tender will be: noidadc@railtel.in.

The bidders are advised to strictly use the above email id for sending all communications addressed to RailTel.

Communication Address:

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General Manager/BD

RailTel Corporation of India Ltd

6th Floor, Office Block Tower-2,

NBCC Complex,

East Kidwai Nagar, New Delhi-110023

However, the following nodal officers may be contacted (if required)

First Point of Contact:	Mr. Rahul Singh
Designation	Sr. DGM, CC
Email Id:	rahul.singh@railtel.in
Phone no.	9717644461

For Unresolved Issues:	Mr. Alok Agnihotri
Designation:	General Manager/BD
Email Id:	avagnihotri@railtel.in
Phone no.	9717644886

6.11.10 Technical Proposal Content

At the minimum the technical proposal bids should contain the following elements:

S.No.	Section	Key elements
1	Offered Solutions	<ul style="list-style-type: none">Write up on the solution offered by the bidder as a response to this RFPA detailed proposal having site plan, building plan, DC design, Passive & IT components with make & model and its Business plan. After issue of LOA, the bidder will submit the detailed site plan, all floor plans, all sections & elevations, 3D, Walkthrough presentation of DC and other required drawings for the DC development within 30 days of issue of LOA. This will be approved by RailTel post which the bidder can apply

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S.No.	Section	Key elements
		<p>for approval to Competent Authority & start the development work.</p> <ul style="list-style-type: none"> • The DC partner at the time of construction shall take approval of RailTel for all design approvals regarding building & DC components. All the detailed drawings- Architectural, Structural & flowchart drawings to be submitted to RailTel on time to time basis. The bidder shall adhere to all rules and policies of Government and concerned Authorities & Building Bye-laws during the whole project period. • Diagrammatic/ pictorial representations: The bidder should provide complete details of the hardware, software and network architecture of the offered solutions • Bandwidth (IBW/MPLS) and network requirement, DC, NOC
2	Project Approach and Methodology	<ul style="list-style-type: none"> • Bidder is expected to provide their approach and methodology for implementation of this project. • Project methodology should contain, but not be limited to, following: <ul style="list-style-type: none"> ✓ Overall implementation methodology (objective of phases, deliverables at each phase, etc.) ✓ Methodology for performing business design ✓ Methodology for quality control and testing of configured system ✓ Offered acceptance criteria for deliverables ✓ Methodology and approach along with offered tools and processes which will be followed by the bidder during project implementation ✓ Go-Live and Post Go-Live activities ✓ Any other relevant information • Bidder should propose a comprehensive project plan for supplying, implementing, installing, commissioning and

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S.No.	Section	Key elements
		<p>maintaining. Bidder may propose a timeline equal to or less than that mentioned in the RFP</p> <ul style="list-style-type: none"> • Bidder should clearly articulate as to how the offered approach and methodology, offered project plan, offered teams, subject matter expertise and specific capabilities deployed shall contribute to satisfying RailTel's requirements
3.	Project Governance	<ul style="list-style-type: none"> • Bidder should mention the offered governance structure in line with the structure mentioned in Chapter 5 of this RFP including designation of representatives in the governance structure for the project • Bidder should provide an escalation matrix and interaction frequency with RailTel stakeholders. • Bidder should propose frequency of meetings while considering the governance structure offered and the sample progress report that would be shared at various levels.
4.	Resource Deployment	<ul style="list-style-type: none"> • Details of the team members and their profiles highlighting past experience, educational qualification etc. • Resource mobilization and deployment plan as per project plan shared • Roles and responsibility of deployed team members • Bidders can propose any additional role and profile as per their experience in same format • Replacement mechanism to bring new team members due to attrition or reasons beyond the control of MSDCP.
5.	Operation and Maintenance Services	<ul style="list-style-type: none"> • Overview of support methodology offered in support & maintenance phase • Detailed support model for services under support and maintenance • Sample SLA reports and other reports to be shared with RailTel during support & maintenance phase • Spare management Plan

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S.No.	Section	Key elements
6.	Optional Supplementary Information	<ul style="list-style-type: none">Additional information directly relevant to the scope of work, mentioned in the RFP, may be submitted to accompany the proposal.

6.11.11 Non-transferable tender

This tender document is not transferable.

6.11.12 Soft copy of RFP document

The tender document/ RFP shall be made available on RailTel's website/ RailTel E nivida website and Central Public Procurement Portal (CPPP). However, RailTel shall not be held responsible in any way, for any errors/ omissions/ mistakes in the downloaded copy.

6.11.13 Pre-bid meeting

For clarification of doubts of the bidders on issues related to this RFP, RailTel intends to hold pre-bid meeting on the date and time as indicated in the RFP.

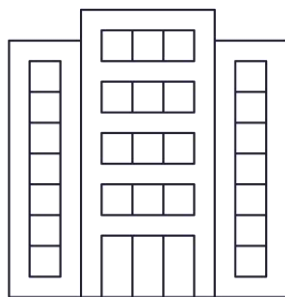
For any clarification with respect to this RFP, the bidder may send an email to noidadc@railtel.in . The format to be used for seeking clarification is mentioned in Annexure 11. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to the designated e-mail ID stated earlier.

Written requests for clarification may be submitted to RailTel as per the schedule mentioned in section 6.3 and Annexure 11 (Pre- Bid Query Format) and clarifications for such queries shall be provided by RailTel or its representative in the meeting. It may be noted that no queries of any bidder shall be entertained after the last date for submission of queries mentioned in this RFP.



CHAPTER-3:

Scope of Work



Data centres

7 Chapter 3: Scope of Work

The Development of Data Centre at RailTel's Noida land hinges on the following disparate set of competencies coming together to ensure highest monetary yield on a sustainable basis:

1. **Ability to commission in time and to ensure high standards of Design, Built & Operational excellence over a 20 years period.**
2. **Brand Outreach and the necessary organizational capability to market the created Data Centre facility and its products & services to the global, national and local businesses as a right place to fulfill vast array of DC computing requirements.**
3. **Ability to create & provide high standards of Customer satisfaction make the whole experience of the users more friendly, efficient by ensuring.**
4. **Streamlining heterogeneous hardware and IT oversight – because of the use of wider mix of hardware, OS's and protocol choices**
5. **Embracing and integrating sustainability measures across the entire lifespan of data centre will have positive synergies for all stakeholders involved. A high degrees of efficiency in energy, computing, data, transmission, and operation. From cost savings to enhanced asset value and durability, investment in sustainability isn't just good for the planet; it's good for business.**
6. **Ability to undertake latest technological-led innovations to support these objectives.**
7. **All of the above, well supported by RailTel- a Telecom Infra, ICT and DC provider.**

The proposed development of Data Centre is envisaged to become one of the most sought after DC in the North Region.

Operational competence ensures that the ideal MSDCP can market the following:

1. Rack Colocation
2. Managed Colocation
3. Infrastructure-as-a-Service (IaaS)
4. Platform-as-a-Service (PaaS), etc.
5. XaaS
6. Other services

7.1 Model of Development & Operations of Data Centre

1. RailTel intends to develop Data Centre of minimum capacity of 30 MW of IT load with development of minimum FAR 3.0 utilising the benefits under UP State Data Centre Policy. The bidder can submit plan for higher capacities as part of the RFP response.

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2. The project period shall be of 20 Years (extendable by 5 years). On project completion, the DC asset (including but not limited to Passive and Active components, IPR, trademarks etc) shall be handed over to RailTel. The plot shall at all times will remain in the name of RailTel.
3. The MSDCP shall be responsible for Investment, Design & Construction of the Building including Data Center, its Operation & Maintenance and Marketing of DC services.
4. The time for construction of building (with MEP) and Passive DC components (initial phase as planned by bidder) shall be 18 months from the date of LOA. In any case, the MSDCP shall be responsible to build complete planned DC capacity (passive components) within 3 years from the date of LOA.
5. RailTel will be provided 3000 sq mtr. of shell space (with MEP) on first floor free of cost for future need.
6. The DC facility will be Tier-III certified by UPTIME Institute USA (Design and Construction). The bidder is free to design, construct & operate DC complying to higher standards
7. **Sustainability** -The facility shall also be certified for IGBC Green Certification-Platinum OR LEED certified Building Design(BD)+Construction-Platinum OR ASSOCHAM-GEM-Level 5. The PUE (Power Usage Effectiveness) of DC shall be less than 1.5. The bidder is free to design, construct & operate DC complying to higher standards.
8. The MSDCP shall be responsible to market all services in the name of RailTel Corporation of India Ltd. . For any Government Business (State/Central/(Ministries, Departments, PSUs, Authorities, etc, the MSDCP shall interact jointly with RailTel directly for acquiring business with such customer.
9. The Cloud services shall be managed and operated by MSDCP. However, wherever required, RailTel shall take up the operations and management of identified IT Cloud infra for its strategic customer(s). Suitable sitting space to be provided for RailTel DC team in NOC by the MSDCP. The cost of such RailTel manpower shall be borne by MSDCP.
10. The bidder shall provide as part of technical proposal, a detailed proposal having site plan, building plan, DC design, Passive & IT components with make & model and its Business plan. After issue of LOA, the bidder will submit the detailed site plan, all floor plan, all sections & elevations, 3D, Walkthrough presentation of DC and other required drawings for the DC development within 30 days of issue of LOA. This will be approved by RailTel post which the bidder can apply for approval to Competent Authority & start the development work.
11. The MSDCP at the time of construction shall take approval of RailTel for all design approvals regarding building & DC components. All the detailed drawings- Architectural, Structural &

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flowchart drawings to be submitted to RailTel on time to time basis. The bidder shall adhere to all rules and policies of Government and concerned Authorities & Building Bye-laws during the whole project period.

12. All the approvals for the facility developed shall be taken in name of RailTel. RailTel shall facilitate/coordinate for all required approvals from various authorities. The bidder shall bear the associated costs to be paid to such authorities (if any).
13. **Network-** The primary network for DC will be made available by RailTel at the site. Other service provider to be made available by the MSDCP. Any telecom service to be utilized/leased by any customer or MSDCP, the first right of refusal shall be with RailTel. The MSDCP shall incorporate suitable clause to this effect in the standard agreement for customers.

7.2 Brief Scope of Work

This section describes the scope of work (SOW) of the MSDCP for creation & operations of the DC.

The minimum specified scope of work to be undertaken by the bidder for Design, Supply, Installation, Testing, Commissioning, Integration & Operations and Maintenance of the proposed DC at Noida as per the scope mentioned below. This SOW is not limited to the following as described but includes all the possible scopes that may be required for execution of the RFP based on standards and best practices. In case, any bidder feels that any requirement that is not explicitly mentioned here but is essential to complete this project may, bring to the notice of the RailTel during pre-bid meeting.

Typical Constituents of Data Centre are: Reception lobby, Network Operation Center (NOC), Security operation center (SOC), Conference Room, Managed Servers, Electrical room, Raised floor area, UPS / Genset / DC Power Plant, Customer work area, private cages, customer co-location area, Security, Fire Detection & Suppression, meeting rooms, racks etc. Data centre shall also require proper physical and logical security system with proper display mechanism console etc

Infrastructure: Data center Facilities are to be designed with raised floors, Precision air-conditioning with accurate temperature and humidity control systems with separate cooling zones. Data centers so set up must have range of physical security features, including state-of-the-art smoke detection and fire suppression systems, and 24x7 secured access with biometric & proximity card readers, as well as video camera surveillance and security breach alarms. Following are some of the requirements:

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- i. State of the Art Infrastructure like Precision controlled Cooling Systems, Power Conditioning equipment, multiple generators etc
- ii. A highly secure environment
- iii. A 24 x 7 Help Desk providing round the clock Service
- iv. Deployment of sophisticated network management tools that ensures pro-active monitoring of network and helps identify problem areas with minimal loss of time
- v. Deployment of high-performance management tools

The minimum specified work to be undertaken by the bidder for setting up and operating the proposed DC has been categorized as under:

- **Schedule I:** Creation of DC- Supply, Installation, Testing and Commissioning of the Non-IT Infrastructure of the proposed DC (Phase-wise).
- **Schedule-II-** Supply, Installation, Testing & Commissioning of IT infrastructure of the proposed DC (phase-wise)
- **Schedule III:** Acceptance Tests (PAT and FAT), Uptime & Other relevant Certifications and periodic Health check.
- **Schedule IV:** Operations and Maintenance services for the complete Infrastructure at DC for the project period
- **Schedule V:** Monetisation of the DC and Revenue sharing
- **Schedule VI:** Adhering to SLA

Note: The bidders are requested to submit their proposals for these Schedules in their proposal which would be assessed for evaluation purposes.

7.3 Functional Scope

7.3.1 Build

The scope of work for “Build” phase would broadly cover the following:

After issue of LOA, the bidder will submit the detailed site plan, all floor plan, all sections & elevations, 3D, Walkthrough presentation of DC and other required drawings for the DC development within 30 days of issue of LOA. This will be approved by RailTel post which the bidder can apply for approval to Competent Authority & start the development work.

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The bidder will obtain the approval of layout plan & drawing from the competent Authority, statutory body, if necessary, according to the local Acts, laws, Regulations etc. and make any changes desired by such authorities. The approved/modified layout plan and drawings are to be submitted to RailTel.

The bidder will take all necessary approvals during the whole project stages required from all concerned Authorities, Govt bodies, Statutory bodies necessary for the project.

The bidder will obtain the completion certificate, wherever necessary from the local bodies after completion of work and inspection by Municipal/Fire/Electrical Inspectors and supply the same to RailTel. For this purpose, any assistance required from RailTel will be extended. All statutory and related fees payable to local bodies for issue of completion certificate shall be borne by MSDCP.

On completion of development, the bidder shall submit RailTel, completion drawings, including 1:100 scale plans elevations and cross sections etc. indicating the details of the building and all the internal and external services as completed and supply 4 sets of completion drawings to RailTel and also handover the original of the completion drawings to RailTel.

The bidder shall also prepare & submit the completion report, operations & maintenance manual, completion of as built drawings and documents for the project as required and acceptable to RailTel and local bodies or any other authorities applicable including getting the 'completion certificate' from concerned authorities.

A. Supply, installation and commissioning of DC Non-IT physical Infrastructure (Complying to minimum Tier-III Design and Build Uptime Certification requirements)

1. Civil & Interior Works

- Foundation Work
- RCC work
- Brick works, floorings
- Raise flooring inside server hall, Vitrified/Marble tile flooring tile carpet flooring in support area, PCC flooring on all area.
- Modular false ceiling in support area
- Fire rated glass partition in server hall, Toughened glass partition, Gypsum partition in support area.
- Fire rated doors, Glass doors and flush doors, Shutters, Grills
- POP and paint
- Furniture and accessories, Ramps, rolling shutters, grill partition and doors.

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- Toilet interiors with faucets, fitting, wall and floor tiles plumbing and all scope to make the work complete.
- Any other work not explicitly mentioned above but required to complete the project.
- Creation of Transformer yard with panel room.

2. HT and MV Power and distribution

- **Power configuration:** The Available Power supply shall be in redundant mode at each stage of power distribution system. MSDCP shall provide DG Set in minimum N+1 configuration. Bidder shall provide UPS in N+N configuration and with a battery backup of minimum 1 hour for each UPS.
- Transformer, APFC panel, Sync panels (Transformer output Panel)
- SITC of Main and sub-LT panels.
- Distribution panels and DBs
- Lighting and wiring
- Earthing and Grounding
- Diesel generators, exhaust stack, HSD tank, Fuel pump etc.
- Track Busway (BBT) inside server hall
- Intelligent PDUs
- Monolithic UPS systems with lithium-ion batteries for IT load, Noncritical UPS with VRLA batteries.
- All cabling, raceways, cable trays, tagging, connectors, terminations
- Any other work not explicitly mentioned above but required to complete the project.

3. Precision and Comfort Air conditioning & Temperature and Humidity Control

The features and specifications for the air-conditioning systems in all the Data Centers are as follows:

- Air supply: Precision A/C: 20 C + 1 C
- Temperature control: Through Building Automation System & Microprocessor control panels & 3 way valves. The building management systems shall control the entire air-conditioning on the PC network.
- Humidity maintenance: RH – not exceeding 60% or better known to Data Centre Provider.
- Dust Filtering: 5 microns
- The data center shall be equipped with Backup AC Systems redundancy in case of failure / maintenance.

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- In-row cooling for high density racks
- Perimeter cooling for low density racks/UPS room
- ODU platform
- Floor and ceiling insulation
- VRV / VRF cooling for support area
- Precision cooling for UPS and Power room
- All cabling, Piping, Containment, Floor grills, indoor units for support area etc.

4. Safety, Security, Surveillance and Monitoring

The data center represents a concentrated collection of mission-critical enterprise computing resources that must be protected physically and logically. Indicative guidelines for limited access control are as below:

Access: (via card access system or lock combination) shall be granted to specific individuals who routinely require physical access to the Data Center to perform work functions. This shall include:

- (a) Application support staff whose responsibilities require that they perform system functions on servers that can only be performed at the physical server location.
- (b) Work in the Data Center shall be limited to those occasions when physical access to the hardware is necessary. The Data Center shall not be accessible for application work that can be done outside the Data Center.
- (c) Other Information Systems staff whose work function routinely requires work in the Data Center.
- (d) The customer shall be required to specifically approve access for specific individuals in both of the above categories.
- Controlled Access (escorted access) shall be granted to others whose work function requires occasional access to the Data Center. These individuals shall be granted access and escorted into the Data Center by Computer Operations staff. Sign-in is required. This access group would include:
 - a) Vendor maintenance and system engineering staff.
 - b) Other Information Systems staff.
 - c) Building management and maintenance staff under supervision.
 - d) Other appropriate individuals accompanied by known staff as defined above.

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- Security provided 24X7X365
- Entry to DC via Single entrance

POP & NOC Security features

- NOC and DC are proposed physically located in the same premises but logically separated for better control and management.
- Entry into the NOC would be restricted to Network Personnel only and in some cases to personnel from the clients who have authorized access.
- The access control system to provide Centralized Alarms, Alarm history and Reports and Database of all users, etc.
- IDC entry restricted to Customers and Administrators.
- Entry into IDC via biometrics, Magnetic Cards.
- Video Cameras are proposed in the data center with the pan, tilt and zoom facility wherever required to maintain surveillance of the protected areas. The control station shall consist of a console of monitors from where the entire facility can be monitored.
- Necessary interlocks with access, intrusion, and fire systems are proposed to immediately display any emergency on monitors. All the events shall be recorded in the time-lapse video-cassette recorders for investigation and analysis.
- All employees of the Data Center Team are required to sign confidentiality agreement with the company.
- Addressable fire alarm system for server hall, support area utility building.
- Aspiration smoke detection system in server hall
- Gas based suppression system in server hall, UPS and Power room
- Close circuit television system
- Access control system, visitor management system, flap barriers, baggage scanners, metal detectors, Full height turnstiles etc
- Water leak detection system
- Rodent repellent system
- Datacenter infrastructure monitoring system
- POP

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5. Network passive infrastructure

- Server, Network and Patch racks
- Copper and fiber structure cabling
- Fiber and copper pathways

6. Integrated System Acceptance Test

- Hundred percent load simulation with load bank for each rack
- Power analysis for each source equipment with full simulated load
- Thermography of each equipment including breaker
- CFD analysis of white space area

B. Supply, installation and commissioning of DC IT Infrastructure

- Phase-wise installation of Active Infra

C. Supply, installation and commissioning of CRM & Billing Platform

1. **Customer Relationship Management (CRM):** The offered DC infrastructure should also include CRM as a module. Customers interested in using the Data Centre services shall be provisioned with the facility to use the Business Portal. The portal may be used by the customers for the purpose of DC services.
2. The proposed CRM shall comprise of sub modules namely Business Portal and Billing System. The sub modules have been described below for usage and purpose
 - a) **Business Portal** – The business portal shall be the interface for the customers to view/process for services provisioned at DC. Access to business portal shall be controlled and will be provisioned through Operation Center.
 - b) **Billing System** – The Business Portal shall be linked to a billing portal created for this project to manage financial transactions related to sale of services. However, all the billing to DC customers will be done directly by RailTel through its own ERP system . The DC services will be provided/billed exclusively on the name of RailTel and the Business Associate shall not use the DC's billing system for any other services that are not provisioned under this project. All the payments should be received through online mode only and shall be in the name of 'RailTel Corporation of India Ltd'. All such payments would be collected/deposited in an escrow account.

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3. For smooth operations of billing process, automation of the billing process is necessary. It is therefore expected that the bidder's shall provide open API's of its billing system of DC project, so as to integrate with the RailTel ERP system.
4. One instance of the Billing System/Software should be deployed at RailTel's DC/DR with viewing rights to RailTel.

D. Set-up and Operate central NOC, SOC complete with IT tools

1. The bidder shall set-up (including installation, operation and maintenance) a Network Operation Center (NOC) and Security Operation Center (SOC) at DC. The bidder will also provide & implement NOC tool, SOC tool and IT infrastructure related to NOC and SOC. This central set-up should be able to monitor resources deployed at DC as per SLAs defined in RFP.
2. The bidder shall provide DR instance of NOC & SOC at RailTel DC (either at Gurgaon or Secunderabad), where rack space will be provided by RailTel to bidder free of cost for the equipments. location. The bidder shall provide viewing rights to RailTel of the NOC & SOC operations.
3. The bidder shall deploy monitoring screens and other required physical infrastructure in the NOC and SOC center.
4. **Data Centre Management and Monitoring-** A centralized management and monitoring system (tool) capable of doing fault management, configuration management, security management, report generation, alerting, monitoring the critical servers, log monitoring and Data Centre network and security infrastructure etc. would be part of the Data Centre. This system/tool would be scalable as well as be able to provide a hierarchical troubleshooting

E. Set-up and commissioning of centralized Helpdesk.

The bidder is expected to set up a helpdesk at DC. The bidder shall provide information and support related to IT solutions and network. It shall provide a single point of contact to provide assistance in troubleshooting and log ticket for queries/issues raised by Customers or RailTel personnel. It should deploy 24*7 team to carry out business operations.

Helpdesk should be perform following (but not limited to):

1. Tool should be able to create, edit and search tickets raised.
2. There should be teams to provide assistance in network related queries such as information/data/content management, file management and security issues. Teams should also be

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able to provide assistance in issues related to SLA's, failures, downtime, network & security etc as per the service offering to the customers.

3. The helpdesk tool should have problem escalation and resolution procedures
4. Teams should provide two level support. First and Second Level support for logging, tracking, resolution, and reporting of help desk incidents and service requests. Involves activities associated with restoring normal service operations as quickly as possible and minimizes the adverse impact on business operations:

- a. First level support

It should be able to register and classify received incidents and to undertake an immediate effort to restore service as quickly as possible. 1st level support also processes service request and keeps customer/Railtel informed about his incident status at agreed upon intervals.

- b. Second level support

The role of 2nd level support is to take over incidents that cannot be solved by 1st level support. They should also be able to escalate issues to higher authorities if not resolved at their level.

F. Other requirements of Solution offered

1. Solution/System must be compliant to all applicable guidelines of DOT, TRAI, MeITY and other competent government/ certifying authorities.
2. Provide real time remote health monitoring and troubleshooting of the application and hardware
3. Ensure end-to-end security for the solution offered to prevent unauthorized use.
4. The MSDCP is expected to leverage on a solution based on Application Programming Interface (API) and also conform to other universal standards and practices in order to ensure a better interoperability between the devices on the network.
 - (a) API based approach would enable quick and seamless inclusion and exclusion of solution components (servers, storage etc.) thus aiding an efficient expansion of DC services. Following is an indicative list of benefits of having an API based solution:
 - Seamless integration with third party applications
 - Easy management, migration of data between servers (web, app and DB)
 - (b) Language or syntax agnostic thus providing the solution team with the flexibility to use the best-fit tools and technologies

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5. The solution should allow administrator to manage access rights at user level following but not limited to selective access rights and access barring policies
6. Provide for usage statistics including, but not limited to, maximum/ minimum/ average bandwidth and Power usage per rack/components/floor/total etc.
7. The bidder shall keep and maintain required spare(s) in order to meet the SLA and requirements of the RFP
8. During the currency of contract, all offered solution components must be replaced or upgraded before its support or end of life is discontinued by the respective OEM.
9. As part of the RFP response, the bidder should submit 'end of life' details (Make, Model and Serial Number) for all solution components offered to be installed. During the project period, the bidder at the start of every year, shall submit updated list to RailTel.
10. The bidder shall confirm/ certify that the sizing and hardware offered by them for the DC solution should be adequate to fulfil RFP's requirement as per the functional scope given in scope of work and is as per industry best practices.
11. The MSDCP shall provide complete documentation (including legal) of all components provided. The documents at the minimums should include hard/soft copies (two sets each) to be supplied along with product licenses and associated solution software of the following:
 - Technical manual / data sheets
 - Installation guides
 - User manuals
 - System Administrator manuals
 - Toolkit guides and troubleshooting guides

G. Cyber Security

In this Clause the following terms shall mean:

“Cyber Security Incident” is the loss or unauthorised destruction, alteration, disclosure of, access to, or control of a Digital Environment.

“Cyber Security” is technologies, processes, procedures and controls that are designed to protect Digital Environments from Cyber Security Incidents.

“Digital Environment” is information technology systems, operational technology systems, networks, internet-enabled applications or devices and the data contained within such systems.

- a. MSDCP shall:

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- 1 implement appropriate Cyber Security measures and systems and otherwise use reasonable endeavors to maintain its Cyber Security;
 - 2 have in place appropriate plans and procedures to allow it to respond efficiently and effectively to a Cyber Security Incident;
 - 3 regularly review its Cyber Security arrangements to verify its application in practice and maintain and keep records evidencing the same;
 - 4 regularly perform penetration & vulnerability testing of its IT platform and maintains its record for review by RailTel as and when required; and
 - 5 prepare mitigation to protect, isolate and restore its system from any Cyber Security Incident within acceptable time frame.
- b. MSDCP shall use reasonable endeavours to ensure that any third-party providing services on its behalf in connection with this Contract complies with the terms of subclause (a)(1)-(3).
- c. If MSDCP becomes aware of a Cyber Security Incident which affects or is likely to affect either Party's or Customer's Cyber Security, it shall promptly notify RailTel.
- d. If the Cyber Security Incident is within the Digital Environment of MSDCP, that MSDCP shall:
1. promptly take all steps reasonably necessary to mitigate and/or resolve the Cyber Security Incident; and
 2. as soon as reasonably practicable, but no later than 12 hours after the original notification, provide RAILTEL with details of how it may be contacted and any information it may have which may assist RailTel in mitigating and/or preventing any effects of the Cyber Security Incident on RailTel's network.
- e. MSDCP shall share with RailTel any information that subsequently becomes available to it which may assist RailTel in mitigating and/or preventing any effects of the Cyber Security Incident on RailTel's network.
- f. Compliance to Information Technology Act 2000/2008, Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules 2021 and Data protection Bill/Acts as issued by GoI from time to time.

H. Taking the required compliances and Certifications

1. **Green Building Certification-IGBC Green DC Certification-Platinum/ LEED certified Building Design(BD)+Construction-Platinum /ASSOCHAM GEM Level 5**
2. **Uptime Certified Tier-III certification**
 - Design certification

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- Construction certification
- Operation certification (optional)

3. Meity Empanelment CSP

4. ISO certifications (including but not limited to):

- 4.1. ISO 9001 : 2015- Quality Management
- 4.2. ISO 27001:2013- Certified for Information Security Management System
- 4.3. ISO 27017:2015- Certified for Cloud Security
- 4.4. ISO 27018:2019- Certified for Data Privacy in Cloud Service
- 4.5. ISO 27033- Certified for Network Security
- 4.6. ISO 45001- Occupational Health and Safety
- 4.7. ISO 14001- Environment Management
- 4.8. ISO 50001- Energy Management

5. Any other relevant Certifications (as required from time to time) based on business requirements.

6. All the certifications shall be kept valid for the contract period

7.3.2 Operate

A. Business Operations

The MSDCP is expected to be fully responsible for the sale of offered Data Centre solutions available at the DCs. Together with RailTel, it shall take an important role in Brand Building exercise of DC and also play a key role in establishing RailTel's DC as a world class DC solutions for the customers.

The MSDCP shall be primarily responsible to unlock value/ monetize the inventory/solutions created by setting up of DC. The MSDCP shall deploy adequate resources (technology, sales & marketing, etc.) to sell the DC services to potential customers. The revenue shall be booked in name of RailTel only and to be collected by MSDCP and/or RailTel for DC business in an escrow account separately created for this DC project business. For any Government Business (State/Central/PSU's etc.), the MSDCP shall interact jointly with RailTel directly for acquiring business with such customer.

B. Technology Operations

The MSDCP is expected to perform following (but not limited to) activities:

- Network management services

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- Sever management Services
- Back-up and storage management services
- Managing DR services and maintain RTO and RPO (DR and BCP- Business Continuity Plan)
- NOC and SOC services
- Helpdesk services
- Security Management Services
- Policy enforcement
- Optimization, Service Level Adherence, quality of services and SLA report
- Periodic Maintenance of Datacenter
- DC office Maintenance
- Resource Deployment
- Standard Operating Procedures (SOP)
- Periodic Health Audit

MSDCP is expected to deploy all level of technical resources for monitoring and management of all in-scope IT/Non-IT infrastructure and applications.

The deployed engineers and technicians are responsible for monitoring every data flow, hop, server and endpoint attached to the content flow networks. The technical team should be able to monitor infrastructure health, security and capacity, and make decisions and adjustments to ensure optimal network performance and productivity.

The technicians will create alerts (or “tickets”) that identify and categorize any issue based on severity, alert type, and the priority of the problem. The technical team will work to resolve the identified problem and identify its root cause to prevent future issues.

NOC Technicians shall be categorized based on “levels”, which indicate expertise and problem-solving ability. In the case of a failure, an alert may be assigned to a Level 1 technician at first – but if upon further inspection the problem goes beyond the level of expertise of the analyst, the ticket may be escalated to a Level 2 or Level 3 technician.

The deployed resources and tools shall provide complete end to end infrastructure assistance for the components and the integrating network deployed

Electricity- The bidder will directly take the required electricity load from relevant Electricity Authority (ies).

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C. Sustain, Innovate & DC Brand Building

The MSDCP shall take every possible steps to achieve following

1. Establishing the DC project business by RailTel as a preferred service provider in the market
2. Making the complete DC self-sustainable by attracting consumers and leveraging on revenue generation opportunities
3. Innovating and upgrading the process and technology to remain relevant;
4. Work towards continuous improvement for increasing the service portfolio, uptime, quality, efficiency levels, service levels etc

7.3.3 Indicative Data Centre Offerings

Proposed offerings of the Data Centre are as follows:

- i. Hosting (Shared as well as dedicated)
- ii. Co-location
- iii. Managed Services

7.3.3.1 Hosting

RailTel proposes to provide a range of hosting options and building blocks that allow customers the ability to address a broad range of web-based issues. Data Centre would have easy tools that enable customers to complete basic to complex Internet application and site development tasks through the use of customer's own administration system and equipment. Hosting services come in two basic categories – dedicated or shared.

Shared Hosting: Shared servers offer clients the ability to host their Web site or application on a powerful, professionally managed server, at a low quarterly cost. Shared servers provide individual Web sites with redundant connectivity and 24/7 monitoring for a fraction of the cost of a dedicated server.

7.3.3.2 Co-location Services

Collocation refers to an approach whereby a customer “collocates” their own servers in an environment in which they can take advantage of the provider’s floor-space as well as access to network bandwidth. The customer is provided with rack space, bandwidth, and connection to the Internet, un-interruptible power supply and a 24x7 server monitoring. Co-location has no “standard configuration.” Customers shall be

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required to bring their own equipment to the managed data centers and choose rack space and connectivity that best meets their individual needs. Co-location service offers Server as well as rack co-location and the service includes the basic:

- a) Power cycling
- b) Fire alarm, smoke detection and fire suppression systems
- c) UPS and generator power backup
- d) Cooling systems for protection of equipment
- e) Warm rebooting of servers
- f)Cabling
- g) Basic physical security
- h) Secure Environment

The co-location customer can also choose various optional services:

- a) Physical and electronic security measures
- b) Caging of co-located area
- c) Redundant, diversely routed bandwidth
- d) High speed Internet connectivity to backbone
- e) 24x7 monitoring of network connection and server availability
- f)On-site technical support services
- g) Secure cabinets for equipment
- h) Physical security – card access, Biometric systems or video monitoring
- i)Report generation
- j)24x7 customer access

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Dedicated Customer area- RailTel proposes to provide the customer a dedicated area in the Data center where the customer can co-locate his servers and other applications. Access to this area shall be restricted as per the customer's requirements. The customer shall have the option of availing of the various managed services and other security offerings like caging etc. The customer has the option of availing of all the infrastructure facilities like:

- i. Data Centre floor space
- ii. Data Center Space in a caged environment
- ii. Provisioning of Network
- iii. Use of infrastructure facilities such as raised flooring, Precision A.C., Physical Security
- iv. Bandwidth and other managed services

7.3.3.3 Managed Services

The managed services for offer may be as follows:

- i. Managed Security Services
 - (a) Firewall services
 - (b) Intrusion Detection services
 - (c) Risk Assessment
 - (d) OS Hardening
- ii. Backup services
- iii. Messaging Solutions
- iv. System Services
- v. Reporting
- vi. Database solutions
- vii. Network Assessment, Design and Implementation services
- viii. Load Balancing

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ix. Disaster Recovery services

3. Infrastructure-as-a-Service (IaaS)
4. Platform-as-a-Service (PaaS), etc.
5. XaaS
5. Other services as mutually agreed with RailTel

7.4 Warranty

1. The MSDCP shall provide comprehensive warranty services towards entire implemented system including Civil, MEP and Network Passive Infra Components. The warranty shall commence from the date of Acceptance of project and shall be operational for the entire duration of contract.
2. Technical Support for all infrastructure components shall be provided by the respective OEMs for the period of warranty. The Technical Support should include all spares, consumables and related services for all infra components used at the site
3. The Bidder warrants that the Goods supplied under the Contract are new, non-refurbished, unused and recently manufactured at the time of delivery; the End of sale / End of support of any product should not prevail before 18 months of the commissioning; and shall be supported by the Bidder and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract.
4. The BIDDER warrants that the goods supplied under this Contract shall be of the highest grade and quality and consisted with the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Contract, shall also be made available.
5. The Bidder further warrants that the Goods supplied under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship or from any act or omission of the BIDDER, that may develop under normal use of the supplied Goods in the conditions prevailing at the respective Data centre / Server Room Sites.
6. The MSDCP shall be responsible for any and all claims arising out the warranty and should be prompt in processing the cases. In case of any delay, which comes to notice of RailTel, RailTel shall promptly notify the Bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the Bidder shall, with all reasonable speed, repair or replace the defective Goods or

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parts thereof, without prejudice to any other rights which RailTel may have against the Bidder under the Contract.

7. If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, RailTel may proceed to take such remedial action as may be necessary, at the Bidder risk and expense and without prejudice to any other rights which RailTel may have against the Bidder under the Contract.
8. Bidder shall replace the said equipment, systems or portions thereof within a period of 48 hours. In such event the remaining warranty period shall apply to the equipment, systems or portions thereof so replaced from the date of replacement.
9. Bidder shall provide 24x7 support with 4 hours response time and 48 hours of resolution time from the date and time of reporting of an error, during the warranty and extended warranty period. The defective components should be repaired/replaced within 48 hours at the location of installation of the said item free of cost. In case major defects requiring the defective components/item/equipment to be taken to the Bidder workshop, an immediate substitute components/item/equipment will be provided by Bidder for smooth operation of the System and the defective components/item/equipment should be returned/installed duly repaired within six weeks. The to and from transportation charges of the components/item/equipment will be the responsibility of the BIDDER
10. BIDDER shall replace the defective equipment, systems or portions thereof at the exact location or place of installation of the said item free of cost. If the BIDDER, having been notified, fails to remedy the defect(s) within the scheduled period, RailTel may proceed to take such remedial action as may be necessary, at the BIDDER's risk and expense and without prejudice to any other rights which RailTel may have against the BIDDER under the Contract
11. Any OEM specific warranty terms that do not conform to conditions under this Contract shall not be acceptable.
12. If any deviation or deterioration in description and quality, design, workmanship and performance as per the agreed specifications is noticed or discovered during the period of warranty (the decision of the BUYER in that behalf shall be final, and binding on the parties), the BUYER shall be entitled to reject the said item, systems or such portion thereof as may be discovered or noticed.
13. On such rejection, the concerned equipment, systems or portions thereof will be at the BIDDER's risk and all the provisions herein contained related to rejection of said equipment etc. shall apply.
14. BIDDER shall replace the defective equipment, systems or portions thereof at the exact location or place of installation of the said item free of cost.

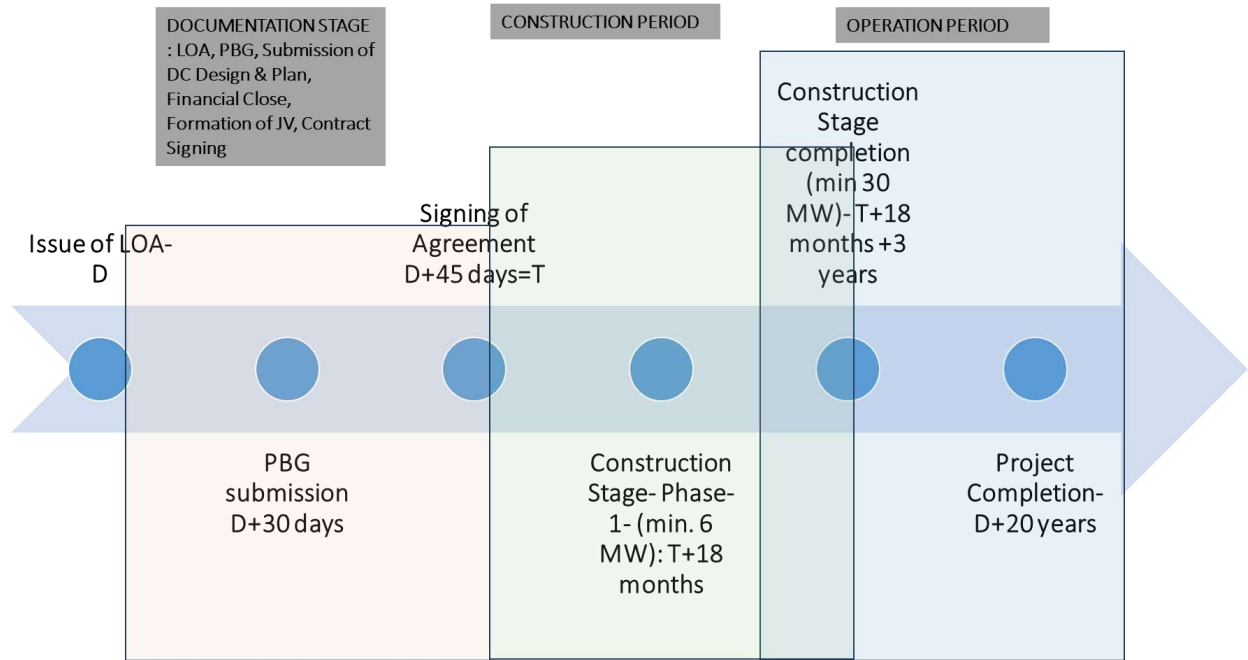
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15. The warranty period will cover the entire Systems deployed at the DC including all perishable, non-perishable and consumable items and equipment's.
16. Bidder is required to provide Software patches from time to time, free of cost during the warranty period.
17. Further, any bugs/shortcomings detected shall be rectified free of cost during the warranty period.
18. Sufficient number of Service Engineers should be deputed round the clock at Data Centre Facility to attend to any fault immediately.
19. The Quarterly Preventive Maintenance and diagnostics of the system should be carried out by the bidder
20. The charges towards warranty and maintenance, repair, and replacement etc. of the entire System during the warranty period shall be borne by the bidder.
21. The MSDCP shall ensure that Warranty/AMC is valid till contract closure. Warranty/AMC of equipments is mandatory and details of warranty/AMC of the equipments has to be provided to RailTel on yearly basis. In case, RailTel's finds out any equipment is out of warranty, then it will be intimated to bidder to comply the same within a month.
22. In case the compliance on Warranty/AMC is not met, RailTel after giving reasonable notice and time, will cover the Warranty/AMC as required deducting the cost incurred for doing that work from the Revenue share of MSDCP.

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7.5 Implementation Services

It is expected that Managed Service Data Centre partner (MSDCP) shall complete the Development of Data Centre as per Milestones defined in the RFP. The pictorial diagram is depicted below:



Milestone (after issue of LOA-D)	Month 1(M1)	M1+15 days-T	D+18 months (COD-1)	D+3 years (COD-2)	Year N...	Year 20
Documentation Stage						
Submission of PBG and Financial Closure Documents						
Submission of DC Design & Site Plan						
Signing of Agreement						

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Milestone (after issue of LOA-D)	Month 1(M1)	M1+15 days-T	D+18 months (COD-1)	D+3 years (COD-2)	Year N....	Year 20
DC Development- Phase-1 (Go-Live of Phase-1)						
NOC, SOC & Helpdesk Establishment						
DC Development Complete (Go-Live full capacity)						
O& M phase						

It is expected that the MSDCP shall develop the DC within timelines as mentioned from the date of award of contract/ LOA. The time period given for implementation as above are the maximum period given to the bidder to implement the project. The bidder is free to complete the implementation work before the maximum timelines given. Based on terms & conditions of the RFP, the MSDCP shall submit a roll-out plan to implement DC as part of RFP response. After award of contract, this roll-out plan shall be finalized & implemented along with RailTel considering the terms & conditions of the RFP.

The bidder shall provide detailed project plan as a part of RFP response. The implementation scope would include all such activities required to make the DC operational. The Activities under implementation would include following:

- 1 Design & parameterize the system, including implementation strategies.
- 2 Conduct site surveys, identify equipment locations and required site preparations and take necessary approvals.
- 3 Delivery, installation of the equipment.
- 4 Site Acceptance
- 5 System Acceptance and Go-live
- 6 The Bidders shall propose preliminary implementation plan as part of the bid. Based on terms & conditions of the RFP, RailTel and the Bidder shall finalize the detailed implementation plan following the award of the contract.

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The bidder shall take all care to ensure that no loss to Public property incurred due to the implementation & operations of the DC project. In an event of a loss, the bidder will be required bear the cost and all obligations in relation to the damage/loss. The bidder shall indemnify RailTel for any or all losses during the project period.

7.5.1 Project Preparation

The MSDCP, in collaboration with RailTel, shall be responsible to prepare a project charter and a detailed project plan, indicating all activities with resources required, their roles and responsibilities and schedule for submitting deliverables. The project charter and the project plan prepared should be submitted to RailTel in one month's time to RailTel for approval.

1. The project plan should also contain brief project description, approach and methodology, milestones, project organization, project risks and mitigation plans, and dependencies.
2. The project plan should include a detailed program for installing and implementing the DC and other service as defined in this RFP. The program shall be in the form of a bar chart/ master network identifying key phases in various stages of the project.
3. The MSDCP shall form a project team comprising the following key positions (but not limited to):
 - 3.1. Project Sponsor
 - 3.2. Project Manager
 - 3.3. Team lead for various areas
 - 3.4. Developers and Testers
 - 3.5. DB Administrator
 - 3.6. Business Analysts

7.5.2 Configuration /Customization

1. MSDCP shall conduct a study on RailTel's technical and functional requirements and the current market needs. The MSDCP shall then make the required system configuration & design modifications to implement the requirement in order to achieve the desired functionality. However the same must be tested before deployment.
2. MSDCP is required to undertake customization that may be needed in line with the changed, improved or specific business processes requirement identified during Business Design phase.

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3. RailTel reserves the right to seek customization to meet its unique requirements and validate the design or findings indicated as custom development by the MSDCP.
4. RailTel reserves the right to get the functional specifications and effort reviewed by an external consultant and may ask for changes basis the recommendation of the external consultant.
5. RailTel team to be fully associated for the configuration/customisation of the system for enabling complete knowledge sharing.

7.5.3 Business Design

The MSDCP is expected to understand and create complete business flow while taking inputs from RailTel. This should include consideration of functional requirements mentioned in the RFP and any other requirements that are required for the smooth business operations. The requirements may be gathered by conduction one on one sessions, workshops etc. The business design document created should be able to guide technical team to identify need for customization or configuration changes required in the solution offered.

7.5.4 Testing

1. The MSDCP shall provide details of tests being carried out during the implementation
2. MSDCP shall prepare a testing strategy documents which will include testing plans, schedules, content. Testing strategy should define the requirements and goals of DC products & service offerings, determine the tools and methods used to check that the system responds correctly, determine how and when the test will be performed and recommend how the approval process should occur. The document shall be submitted to RailTel for review.
3. MSDCP shall be responsible to identify and inform RailTel regarding testing requirements and impacts.
4. MSDCP must ensure deployment of necessary resources and tools during the testing phases.
5. The various testing which successful bidder has to perform are as follows (but not limited to):
 - 5.1. Development Testing
 - 5.2. Integration Testing
 - 5.3. Performance Testing

7.5.5 System Acceptance and Go-live (COD)

The MSDCP shall develop acceptance test procedures and seek RailTel's approval. The purpose of system acceptance is to ensure conformance to the required business process operations, response times, integrity of the software after installation and to eliminate any operational bugs. Acceptance testing has to be

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conducted in the test environment. The system acceptance testing would include, but not be limited to fine tuning of the software and ensuring all required related software components are installed. All the acceptance tests should be carried out before Go-Live. At the satisfactory conclusion of these acceptance tests, the implementation of the software shall be considered complete fit for operations and Go-live (COD).

7.5.6 Post Go-Live Stabilization

1. For a month's period after Go-Live will be Go-Live stabilization period.
2. The MSDCP needs to update the required changes, if any, in configuration manuals and deliver to RailTel prior to the completion of this phase (post go-live stabilization).
3. Stabilization period may be extended as required in case any critical issues are raised by RailTel. Subsequent to the successful closure of all the critical issues, RailTel shall provide sign-off for the completion of post go-live stabilization phase.

7.5.7 Training

1. During project duration, trainings regarding data centre operations & maintenance is to be arranged by bidder(s) in online and offline modes as per the requirement of RailTel.

7.6 Extension of Contract and Exit Management

1. The exit management period starts, in case of expiry of contract, at least 12 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the MSDCP. The exit management period ends on the date agreed upon by the RailTel or 12 months after the beginning of the exit management period, whichever is earlier. In case of termination, 12 months exit period will be applicable, otherwise as decided by RailTel. Ownership of all the assets deployed by MSDCP (IT and Non-IT) shall remain with the RailTel only.
2. **Transition period (Exit Management period) and activities:** In the event of termination (at the end of contract or pre-mature) of contract, the MSDCP shall be responsible for transition activities mentioned hereafter. The transition period would span for a maximum of twelve months, starting from the date of end of contract. All the terms & conditions during transition phase will continue to be the same as per the contract.
 - 2.1. Before the expiry of the exit management period, the bidder will deliver relevant records and reports pertaining to the Project and/or the RailTel and its design, implementation, operation, and

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maintenance including all operation and maintenance records and manuals pertaining thereto and complete as on the closure date

- 2.2. All the assets of the DC, which are not in name of RailTel, will be transferred in name of RailTel (including but not limited to Passive and Active components, software, hardware, IPR, trademarks etc). The MSDCP will do full knowledge transfer to RailTel DC team in the transition period. The Bidder will provide the RailTel with a complete and up to date list of the Assets to be transferred to the RailTel/RailTel appointed agency within 30 days of start of Exit Management Period.
- 2.3. The outgoing Bidder will pass on to RailTel and/or to the replacement agency (if engaged by the RailTel), the subsisting rights in any leased properties/ licensed products.
- 2.4. The MSDCP will transfer all (including but not limited to) DC details, Diagrams, MEP diagrams, detailed workflows, flowcharts, SOP documents, Operations & Maintenance plans, Statutory & Compliance documents, Certifications, customer/client details, documents, processes, invoices etc. to RailTel.
- 2.5. After the end of contract, all aspects of user data is owned by RailTel only and has to be transferred to RailTel by the outgoing MSDCP at the end of the contract.
- 2.6. It may be required that the outgoing MSDCP to do the transition including knowledge transfer to the to a newly MSDCP.
- 2.7. Even during the Exit Management period, the Bidder shall continue to perform all their obligations and responsibilities as stipulated under this RFP, and as may be proper and necessary to execute the scope of work in terms of the RFP and Bidder's Bid, in order to execute an effective transition and to maintain business continuity. In the event of failure, RailTel may forfeit part/complete PBG.
- 2.8. All solutions provided by successful bidder under the scope of this RFP should be MSDCP agnostic to avoid any complication/interoperability issues during the asset transfer/hand over at time of exit/contract termination. No proprietary service is to used/implement by the MSDCP. Any customization/ tools/ effort required for smooth transfer of assets arising out of interoperability issue will be borne by the MSDCP.
- 2.9. All equipment and solutions utilized to deliver the project scope should have valid service contract and should not be under end of life/end of support during project duration.
- 2.10. The MSDCP will share the details of all existing service contracts and agreements executed with current MSPs, sub-contractors, CSP etc to RailTel at yearly basis.
- 2.11. Appoint a dedicated transition manager to manage transition activities.

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3. Outgoing MSDCP shall continue to provide uninterrupted DC services till the time transition-out period is completed in all respects. If the Outgoing MSDCP is unable to provide services during the transition period or is unable to obtain RailTel's sign off, the PBG will be forfeited.
4. In the event of termination being initiated by RailTel, on the account of defaults by MSDCP as defined in section 14.6 & 14.11 of this RFP:
 - 4.1. The PBG shall be forfeited and all assets of DC site provided by MSDCP shall be taken over by RailTel the balance work shall be done independently without risk & cost of the MSDCP. In this case, the bidder will transfer all the assets including the warranty/AMC, licenses etc to RailTel. An undertaking in this regard by the bidder is part of form- Confirmation to Terms & Conditions (Annexure-15) which is to be submitted as part of bid response.
 - 4.2. The MSDCP shall be debarred from participating in future DC tenders of RailTel for 3 years period.
5. During contract end, MSDCP shall indemnify losses completely, if any, to the customers and shall meet all the obligations towards Customers, Third Party Service providers, OEMs etc. in the transition period and before handing over the infrastructure and clients to RailTel OR the replacing MSDCP appointed by RailTel.
6. The MSDCP shall have to ensure that at the time of transitioning out of the contract, all assets of DC are under live AMC.
7. In the event of non-cooperation of transition of DC services by the outgoing MSDCP during transition period, RailTel may forfeit PBG.
8. **Confidential Information, Security and Data-** The outgoing MSDCP will promptly on the commencement of the exit management period, supply to RailTel or its nominated agencies the following:
 - 8.1. Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Project, Project's Intellectual Property Rights; any other data and confidential information related to the Project;
 - 8.2. Project data as is required for purposes of the Project or for transitioning of the services to its RailTel OR Replacing Successful Bidder in a readily available format.
 - 8.3. All other information (including but not limited to documents, records, and agreements) relating to the services to enable RailTel and its nominated agencies, or its Replacing bidder to carry out due diligence in order to transition of the Services to RailTel or its nominated agencies, or its Replacing Bidder (as the case may be).

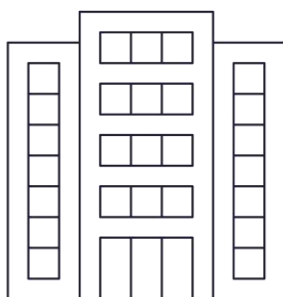
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- 8.4. . Before the expiry of the exit management period, the Bidder shall deliver to the Department all new or updated materials from the categories set out above and shall not retain any copies thereof.
9. **Extension:** RailTel, at the end of the contract period (20 years), may choose to extend the contract or allow the Outgoing MSDCP to discontinue the DC services. If the MSDCP wishes to extend the contract, it shall have to apply for an extension no later than 1 year before the contract expiry date.
10. **Employees:** Promptly on request at any time during the exit management period, the MSDCP will, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to RailTel a list of all employees (with job titles and communication address) of the MSDCP, dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the MSDCP Successful Bidder, RailTel or Replacing MSDCP may make an offer of contract for services to such employee of the MSDCP and the MSDCP will not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any Replacing MSDCP.
11. **Rights to Access of Information-** At any time during the exit management period, the MSDCP will be obliged to provide an access of information to RailTel and / or any Replacing MSDCP in order to make an inventory of the Assets (including hardware / Software / Active/ passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other material related to the Project.
12. **Payments during Exit Management Period**
- 12.1. Payment to the outgoing Bidder will be made to the tune of last set of rendered Services / Deliverables (including parts thereof) as stated in the terms of Payment Schedule, subject to SLA requirements. Without prejudice to any other rights, the RailTel may retain such amounts from the payment due and payable by the RailTel to the Bidder as maybe required to offset any losses, damages or costs incurred by the RailTel as a result of the termination of Bidder or due to any act / omissions of the Bidder or default on the part of Bidder in performing any of its obligations with regard to this RFP.
- 12.2. Nothing herein the Exit Management Schedule shall restrict the right of the RailTel to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, and pursue such other rights and/or remedies that may be available to the RailTel under law



CHAPTER-4:

Service Level Agreements (SLAs)



Data centres

8 Chapter-4: Service Level Agreement

The purpose of this section is to define the level of service that the MSDCP needs to provide to RailTel for the duration of this contract. The MSDCP has to comply with all SLAs defined below to ensure adherence to project timelines, quality and availability of services.

Non-compliance of SLAs will lead to penalties as defined in this section. Penalties shall not be levied on the MSDCP in the following cases:

1. Non-compliance of SLAs has been solely due to reasons (acceptable to RailTel) beyond the control of the MSDCP
2. There's a Force Majeure event affecting the SLA which is beyond the control of the MSDCP

All SLAs will be reviewed every 6 month and same will be approved by the steering committee. RailTel has defined in-scope services and corresponding service levels below. Each service level shall be reported and evaluated on monthly basis through mutually agreed mechanism. Bidder shall provide, as part of monthly evaluation process, reports to verify bidder's performance and compliance with the service levels.

The MSDCP shall have to provide online monthly SLA reports from the Go-Live (Commercial Operations Date) of first phase. The SLAs have been categorized into the following buckets:

1. Implementation SLAs
2. Operational SLAs
3. Incident Management SLAs
4. Solution SLAs

Live SLA reports (Operational, Incident Management and Solution SLAs) to be maintained by the MSDCP during contract period- daily, monthly, quarterly and yearly SLA report. There should be Auto generation of Alerts in the violation of SLAs. Availability of Live SLA report will be ensured from the date of Go-Live of first phase.

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Implementation SLAs						
S. No.	Business Service	Definition	Calculation	Periodicity	SLA	Penalty
1	Project Implementation-Phase-I (COD-1)	Delay in completing the Phase-I rollout	No. of weeks of delay over and above the planned rollout timeframe of 18 months	Weekly	Commissioning & Go-Live (COD-1) within 18 months from the date of issue of LOA	2 lakhs per week of delay for a period of 6 weeks and thereafter 5 lakhs per week for a further delay of 6 weeks. Delay beyond 12 weeks may attract forfeiture of PBG and cancellation of contract, at discretion of RailTel
2	Project Implementation-Commissioning of DC-All phases (COD-2)	Delay in completing the full DC commissioning	No. of weeks of delay over and above the planned rollout timeframe of 3 years	Weekly	Commissioning & GO-Live (COD-2) within 3 years from the date of issue of LOA	2 lakhs per week of delay for a period of 6 weeks and thereafter 5 lakhs per week for a further delay of 6 weeks. Delay

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						beyond 12 weeks may attract forfeiture of PBG and cancellation of contract, at discretion of RailTel
3	Civil works & minor repairs	The Bidder should maintain sufficient inventory to carry out civil and electrical repairs without any disruptions to operations	All repairs within 4 hours of reporting the problem at helpdesk	Quarterly		No penalty
			Delay in resolution beyond 4 hrs			0.01% of Revenue share of Bidder for a delay of every 4 hrs on an incremental basis

Operational SLAs						
S. No.	Business Service	Definition	Calculation	Periodicity	SLA	Penalty
1	Data Centre Availability	Uptime of site for 99.98 %	Availability= [1- [(Downtime)/(Total Time-Maintenance Time)]]*100 Availability of Power will	Quarterly	>=99.98%	The revenue share to RailTel will be on gross revenue and not on the net

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Operational SLAs						
S. No.	Business Service	Definition	Calculation	Periodicity	SLA	Penalty
2	RTO/RPO	Meeting Recovery Time Objective (RTO)/ Meeting Recovery Point Objective (RPO) – (If Secondary DC / DRC	<p>be measured upto the socket level in the equipment room that will be providing power to the racks</p> <p>Downtime shall be calculated quarterly. Planned downtime and any downtime on account of connectivity shall be ignored and will not be counted for calculation.</p> <p>Measured during the regular planned or unplanned (outage) changeover from DC to secondary DC / DRC or vice versa.</p> <p>RPO/RTO requirement of application shall be as per below: RPO (minute)- 15</p>	Quarterly	<p>RTO (minute)- 30</p> <p>RPO (minute)- 15</p> <p>The MSDCP should offer dashboard to monitor RPO and RTO of each application and database</p>	<p>revenue (which includes the deduction of penalty by customer). The reconciliation of the same will be done in each month's end in which RailTel will raise invoice to bidder on the pending amount. Platinum - For every 10 minutes delay in RPO/RT O, 5% of Quarterly Payment shall be deducted Gold - For every 10 minutes delay in RPO/RT O, 5% of Quarterly Payment</p>

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Operational SLAs						
S. No.	Business Service	Definition	Calculation	Periodicity	SLA	Penalty
		as a Service is taken by the Client)	RTO (minute)-30			shall be deducted Silver - For every 30 minutes delay in RPO/RT O, 5% of Quarterly Payment shall be deducted Bronze - For every 60 minutes delay in RPO/RT O, 5% of Quarterly Payment shall be deducted

Incident Management SLAs						
S. No.	Business Service	Definition	Calculation	Periodicity	SLA	Penalty
1	Incident Management SLA	Response time of 5 mins	No. of times Ticket not generated within 5 mins for incident management of reporting by customer	Monthly	Response time of 5 mins	0.1% of Revenue share for every 5 mins delay or part thereof subject to maximum 10% of Revenue share calculated on

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Incident Management SLAs						
S. No.	Business Service	Definition	Calculation	Periodicity	SLA	Penalty
						relevant month. The reconciliation of the same will be done in each month's end in which RailTel will raise invoice to bidder on the pending amount.

Software SLAs						
S. No.	Business Service	Definition	Calculation	Periodicity	SLA	Penalty
1	Network Monitoring Solution	Availability of the Network Monitoring Solution	(Total uptime in a quarter)/ (Theoretical maximum time in a quarter - scheduled downtime)	Quarterly	99.90%	Additional revenue share worth 0.01% of total payout for the quarter for each 0.1% decline in SLA
2	CRM & Billing Software	Availability of the CRM & Billing Software	(Total uptime in a quarter)/ (Theoretical maximum time in a quarter - scheduled downtime)	Quarterly	99.90%	Additional revenue share worth 0.01% of total payout for the quarter for each 0.1% decline in SLA

All SLAs pertaining to different categories are defined above. MSDCP shall submit the SLA report on monthly basis. However, Penalty won't be imposed on those Service Level breaches where cause(s) of the

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breach is beyond the control of MSDCP. Penalty amount of higher value shall be applicable if same incident caused breach of two or more different Service Levels.

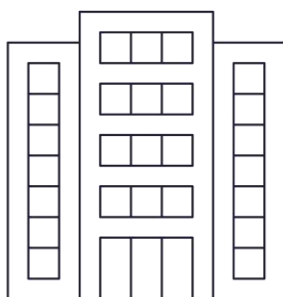
In case the SLA beach is continued for consecutive 3 months for -Unique customer & its service, then:

For Operational and Incident Management SLA- A penalty @ 10% of total pay-out in previous quarter to RailTel for will be levied to the bidder. To decide the same, the Steering Committee will submit a report to RailTel on which the decision on the penalty will be given. In all such cases, the RailTel decision will be final and binding on both the parties.



CHAPTER-5:

Governance Mechanism



Data centres

9 Chapter-5: Governance Mechanism

9.1 Governance Structure

As part of project governance mechanism, RailTel shall create a steering committee with representation from RailTel, and MSDCP to govern the project during implementation and operations phase.

The steering committee will be responsible for the monitoring of the overall implementation of the project and the post implementation operations as a governing body.

During the implementation phase, the committee will meet at least once every month and post implementation the meetings can be once in every quarter of a year or on an ad-hoc basis if business demands.

For project management, RailTel may appoint a third party for monitoring the implementation of the project during the implementation phase. The project management team will take care of implementation deliverables, completion of project milestones and reviewing quality of the implementation.

The operations management team will be responsible for ongoing operations post the implementation phase. The body will be responsible for sales & operations, inventory, technology and analytics of the entire DC.

The following table captures the indicative governance structure:

Governance Layer	Governance Participants		Responsibilities	Review frequency
	RailTel	Managed Service DC Partner		
Steering Committee	RailTel’s Executive	MSDCP’s Executive	<ul style="list-style-type: none"> Define strategic objectives Maintain standardisation of the system Performance reporting Rate Card Issue resolution (Final escalation level) Resource allocation 	<p>Monthly (during implementation phase)</p> <p>Quarterly Post Go Live Stabilization</p>

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Governance Layer	Governance Participants		Responsibilities	Review frequency
	RailTel	Managed Service DC Partner		
			<ul style="list-style-type: none"> • Drive innovation and maintain dynamism of the system as per business needs • Submission of report to RailTel on continuous breach of Operational & Incident management SLAs 	
Project/ Program Management Team	Head- Noida DC Services	Project/ Program Manager	<ul style="list-style-type: none"> • Account management • Monitor product/ service delivery • Ensure cost, time and resource budgeting • Single point of contact for issue escalation • Issue resolution (Intermediate escalation) • Plan, track and review SLAs 	<p>Weekly during implementation phase</p> <p>Weekly/ Fortnightly Post Go Live and Stabilization</p>
		Sales Team Manager	<ul style="list-style-type: none"> • Selling DC product/services portfolio • Quoting rates as per Rate card 	Ad-hoc Daily

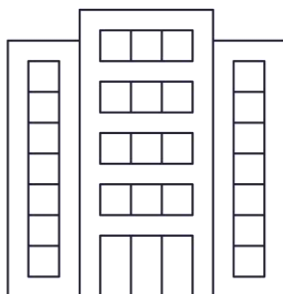
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Governance Layer	Governance Participants		Responsibilities	Review frequency
	RailTel	Managed Service DC Partner		
	Service Owners/ Operations Managers	IT Team Manager	<ul style="list-style-type: none"> • NOC and SOC team • DC and DR team • Application team (including CRM & Billing teams) • Helpdesk team 	Ad-hoc Daily
		Analytics Team Manager	<ul style="list-style-type: none"> • Intelligence gathering for target users • Suggest revenue generation improvements through analysis 	Ad-hoc Weekly
	RailTel's Finance Executive	Finance Team Manager	<ul style="list-style-type: none"> • Ensure transparent revenue management (revenue booking, reconciliation and sharing) 	Monthly, Quarterly and Yearly (for reconciliation)



CHAPTER-6:

Commercial Terms



Data centres

10 Chapter-6: Commercial Terms

- a. In this RFP, the term 'Gross Revenue(s)/Revenue(s)' shall mean total revenues (Total Purchase Order value from DC services rendered to customers). RailTel shall pay to MSDCP the cost of Managed Data Centre services out of the amount in relevant Escrow account after deducting its revenue share plus GST thereon.
- b. The MSDCP shall pay RailTel:
 - i. BW (MPLS+IBW) charges- Payable on Quarterly advance basis (applicable from DOC-date of commission of BW by RailTel)

The revenue share will be paid on monthly basis i.e. within 10 days of end of the relevant monthly period through escrow account mechanism. The BW charges will be taken on quarterly advance basis

- c. In any case, the billing, reconciliation, audit & SLA will follow be as per the extant terms of RFP.
- d. The reconciliation of revenue sharing will be done on monthly, quarterly and annual basis in which actual payout as per Revenue share will be calculated. The reconciliation will also include payment of any outstanding amounts (BW etc), any penalties on breach of SLA's. The payment of penalties on breach of SLA's will be in addition to the original payout to RailTel which based on commercial terms as defined in this section as above. Any adjustment arising out of above reconciliation shall be settled and paid for within 15 (fifteen) days from the end of the corresponding month/quarter/year. For the reconciliation, RailTel or the MSDCP shall provide the invoice for the settlement amount to each other, as the case may be.
- e. The successful bidder shall prepare a statement of reconciliation for each month & quarter within 10 days of start of subsequent month/quarter. Such statements shall specify the revenue share amount payable and revenue share paid for the corresponding month/quarter and BW charges paid including any penalties levied for not conforming to payment terms & SLAs as defined in RFP. The Bidder is also expected to prepare a statement of reconciliation for the financial year at the end of the last quarter within 10 days of start of subsequent quarter. Any adjustment arising out of the above reconciliation shall be settled and paid for within 15 days at the end of either the monthly cut-off or quarter cut-off or the annual cut-off as governed by the payment schedules.
- f. All DC revenues would be collected in an escrow account. The escrow account shall be set-up in a scheduled commercial bank in India. RailTel shall open the escrow account and the rules and policies to operate and manage the escrow account would be conveyed by RailTel to the MSDCP. All the orders will be in name of 'RailTel Corporation of India Ltd' only and the payments has to

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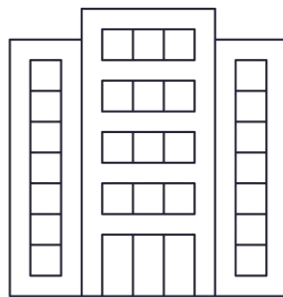
be made online by the DC customers. All such payments would be collected in the afore-mentioned escrow account. The revenue collected in the escrow account would be distributed amongst the RailTel and MSDCP as per the schedule:- Within 5 days of end of each month, the MSDCP shall raise invoice for his part of revenue share to RailTel basis which the amount will be released in 10 days of end of the relevant monthly period. Monthly, quarterly and annual reconciliation of revenue share would be performed for payment to RailTel. Audits would be performed on the bidder books of accounts as defined in Chapter 10- Revenue Assurance. For this, the MSDCP will give access to books of accounts. In case of any fraudulent leak of DC revenues is found, then RailTel reserves the right to terminate the contract and to forfeit all the project assets of MSDCP (including PBG, or any other amount pending with RailTel).

- g. The MSDCP has to provide details of DC revenue earnings on monthly basis. This should be part of regular monthly MIS reporting to RailTel. The report should have all the options of drill levels i.e. Customer-wise/Segment wise etc etc. and all type of Revenue stream tagging as per requirement of RailTel.



CHAPTER-7:

Revenue Assurance



Data centres

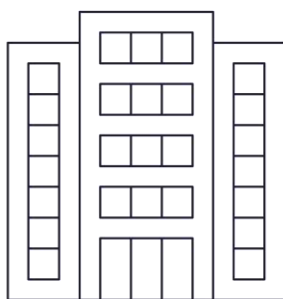
11 Chapter-7: Revenue Assurance

1. A dedicated escrow account for the DC project will be opened by RailTel and it shall be ensured that all revenue transactions shall happen through this account only. The rules, policies and authorizations applicable on this escrow account would be governed by RailTel as per the terms and conditions of the RFP. Monthly, quarterly and annual reconciliation of revenue share would be performed for payment to RailTel. The audits would be performed on the accounts of MSDCP, with RailTel free to audit the books of the bidder/lead bidder & consortium members (as the case may be), if required. For this, the MSDCP will give access to books of accounts.
2. RailTel may, in order to satisfy itself that the bidder is reporting its revenue share honestly and faithfully, depute any third-party auditor to conduct System, IT, Information Security and financial audit of project/bidder to ascertain the actual fee revenues. The same shall be verified with reference to clauses of the RFP. The MSDCP is expected to provide all necessary documents/ evidence/ access to system etc.
3. The successful bidder shall share the revenue details for all income through the DC project. The revenue collected in the escrow account would be distributed amongst the successful bidder and RailTel as per the schedule agreed in the terms and conditions of RFP. However, the successful bidder shall prepare a statement of reconciliation for each month/quarter/year. For the purpose of reconciliation, the bidder shall share the relevant information which includes Customer Purchase orders/LoA/Agreement copies, Implementation certificate, Acceptance certificate, Date of Commissioning (DoC) certificate, payment advices, invoices etc as the case may be. Any adjustment arising out of above reconciliation shall be settled and paid for within 15 (fifteen) days from the end of the corresponding month/quarter/year.
4. RailTel shall have view access to the billing/invoice system of the bidder for the DC project, and all periodic logs generated by the envisaged system have to be simultaneously shared with RailTel on monthly basis for the purpose of financial health audit.
5. It is mandated that all transactions are maintained online and should get reflected in the reports shared by the bidder with RailTel. MSDCP is required to record all the online and offline sales in the system and it should get reflected in the inventory management and billing module of offered platform.



CHAPTER-8:

Obligations of RailTel



Data centres

12 Chapter-8: Obligations of RailTel

12.1 RailTel

Without prejudice to any other undertakings or obligations of RailTel under the Agreement, the RailTel shall perform the following:

1. Handing over of the earmarked space, to the Successful Bidder for setting up Data Centre.
2. All the approvals for the facility developed shall be taken in name of RailTel. RailTel shall facilitate/coordinate for all required approvals from various authorities. The bidder shall bear the associated costs to be paid to such authorities (if any).
3. **Network-** The primary network for DC will be made available by RailTel at the site. Other service provider to be made available by the MSDCP. Any telecom service to be utilized/leased by any customer **or MSDCP**, the first right of refusal shall be with RailTel. The MSDCP shall incorporate suitable clause to this effect in the standard agreement for customers.
4. **Audits:**

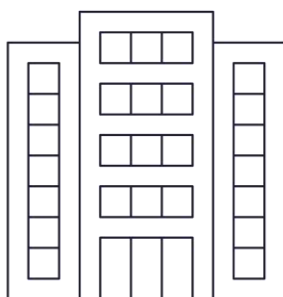
RailTel shall audit and may appoint a third party(ies) for the following audits/reviews during currency of contract

- 4.1. **Security Audit-** RailTel shall get the security audited by third party expert periodically and/or as and when there is significant upgradation of systems which include hardware, software and network resources to ensure and guarantee security of the Data Centre. The audit shall bring out any security lapses in the system and establish that the system is working as desired by RailTel. Based on the audit recommendations, the MSDCP is required to upgrade/install/cover the DC requirements at their own expense.
 - 4.2. RailTel may, in order to satisfy itself that the bidder is reporting its revenue share honestly and faithfully, depute any third-party auditor to conduct System, IT, Information Security and financial audit of project/bidder to ascertain the actual fee revenues. The same shall be verified with reference to clauses of the RFP. The MSDCP is expected to provide all necessary documents/evidence/ access to system etc. The periodicity of this required audits will be yearly and will start after the Go-Live (COD-1).
 - 4.3. RailTel may appoint a third party for review of the insurance policies planned/taken by the MSDCP during currency of contract.
5. To support successful bidder in marketing activities (e.g., support in targeting the Govt. clients) and GTM strategy. RailTel will help in business development and strategizing by the MSDCP, and both MSDCP & RailTel shall work together for achieving business success, however MSDCP needs to own the overall responsibility.
 6. Access of MSDCP manpower resources to the Data Centre with defined process



CHAPTER-9:

Eligibility Criteria



Data centres

13 Chapter-9: Eligibility Criteria

Note: In this RFP, the term 'Bidder' refers to either sole bidder or member(s) of consortium (in case of entity participating as consortium) as the case may be.

13.1 Entities Eligible for Participation

The Bidder should be a single entity or a consortium ("Bidding Consortium") with one of the members acting as the Prime/ Lead member of the Bidding Consortium. The below mentioned entities may participate in the Bidding Process:

1. Companies/Joint Venture(JV) incorporated under the Indian Companies Act 1956 or Companies Act 2013;
2. Alternative Investment Fund-AIF or Foreign Investment Fund as a member of consortium
3. A foreign company can also participate on standalone basis or as a member of a consortium.
4. Limited Liability Partnership (LLPs)
5. A Bidding Consortium – maximum 3(three) entities (that may/may not have a foreign company);
If a foreign company participate on standalone basis, then before signing of Contract with RailTel, it shall have a permanent establishment in India as per Indian Laws.

6. The following documents shall be submitted by the tenderer:

- 6.1. **Company registered under Companies Act-2013:** The tenderer shall submit (i) the copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company; and (ii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- 6.2. **Alternate Investment Fund (AIF) or Foreign Investment Fund:** -The tenderer shall submit (i) Certificate of registration for the AIF, as issued by the Securities and Exchange Board of India (SEBI) under (Alternative Investment Funds) Regulations, 2012, as may be amended from time to time, as applicable and (ii) a copy of Power of Attorney/Authorisation issued by the AIF/Foreign Investment Fund in favour of the individual to sign the tender on behalf of the AIF/Foreign Investment Fund and create liability against the AIF/Foreign Investment Fund.
- 6.3. **Consortium:** The tenderer shall submit documents as mentioned in Clause 13.3 of the RFP
- 6.4. **LLP (Limited Liability Partnership):** If the tender is submitted on behalf of a LLP registered under LLP Act-2021 & any amendment thereafter, the tenderer shall submit alongwith the tender-

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(i) a copy of LLP Agreement, (ii) a copy of Certificate of Incorporation; and (iii) a copy of Power of Attorney/Authorisation issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.

6.5. **Foreign Company:** The tenderer shall submit (i) the copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company; and (ii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.

In view of the complexity of nature of work involved, the consortium entity being awarded the bid is required to form a JV (Joint Venture) post the award of the LoA. RailTel requires that the parties comprising the joint venture shall accept joint and several liabilities for discharging all obligations under this RFP during the implementation and the operational phase of the project.

The General Contract conditions describe the liabilities for the bidder with respect to a consortium as well as a Joint Venture (JV). During the time period intermediate to the formation of the Joint Venture from the Consortium, the liabilities are governed as per the consortium liabilities as mentioned in the RFP. Post the formation of the Joint Venture, the new entity is responsible jointly and severally sharing all liabilities with regards to the RFP. The creation of a registered JV post the agreement is mandatory, and non-negotiable.

13.2 Use of Technical and/or Financial Strength of Holding Company/Group Company/Subsidiary Company/Associate Company

In case of participation by Single bidder- the Bidder can use the technical and financial strength of its Holding Company/Group Company/Subsidiary/Associate Company to fulfil the Technical Qualification and/or Financial Eligibility criteria as mentioned in RFP/Corrigenda.

In the above case, the Bidder shall submit tender specific:

1. Power of Attorney
2. Board Resolution and
3. Undertaking from the Holding Company/ Group Company/ Subsidiary Company/Associate Company alongwith Board Resolution of the Company. (Undertaking format given as Annexure-12)

13.3 Consortium Bids

Bidding through a Consortium is allowed. Bids submitted by Consortium shall comply with the following:

1. A maximum of three organizations/ companies shall be allowed to represent a consortium. The bid should clearly identify the lead bidder among the consortium partners. An undertaking from all the consortium partners should be submitted defining the lead bidder and authorizing the authorized signatory from lead bidder to submit the proposal and interact with RailTel for this RFP. However, the lead bidder of such consortium is not allowed to be changed/replaced.
2. Consortium agreement (Annexure-7) between the Consortium members duly signed by the Authorised Signatory of the consortium members and must be submitted with the bid. These agreements should clearly define role/ scope of work of each partner/ member and should clearly identify the leader of consortium (Lead Bidder).
3. A member of consortium shall not be permitted to participate either in individual capacity or as a member of another consortium in this RFP.
4. The bid shall be signed by a duly authorized signatory of the lead bidder on behalf of the consortium.
5. The lead bidder shall be authorized to incur liabilities and receive instructions for and on behalf of all the members of the Consortium and the entire execution of the contract, including payment.
 - 1.1. All the members of the Consortium shall be liable jointly and severally for the performance of the work in accordance with terms laid out in this document and a relevant statement to this effect shall be deemed to be included in the authorization by legally authorized signatory for the member. Consortium agreement must state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the RailTel during the course of execution of the contract or due to non-execution of the contract or part thereof.
6. The Consortium should submit a copy of the agreement entered into by the members governing the performance of the work without limiting in any manner the obligation or joint and several liabilities of the members towards RailTel.
7. After the submission of bid, Consortium shall not be permitted to restructure (split-up or add) across the bid evaluation period
8. In case the MSDCP wishes to restructure (split-up or add) consortium member after the contract has been executed, it shall have to obtain a No Objection Certificate (NOC) from RailTel. NOC shall be issued when RailTel satisfies itself that the offered change in consortium is not impacting the standing of the original consortium partners (list of consortium members submitted along with the RFP response)

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against the eligibility and the evaluation criteria mentioned in this RFP or any subsequent corrigendum/addendum issued thereafter for this RFP. However, in any circumstances lead bidder shall not be allowed to be replaced/changed.

9. The bid shall be signed by Lead Bidder of the Consortium. Power of Attorneys in favour of authorized signatory on the behalf of lead bidder shall be submitted by each member of the consortium including the lead bidder (backed by the resolution of Board of Directors of each member of the consortium). Other members of consortium may participate in techno-contractual discussions with RailTel and sign the minutes of such discussions and all such proceedings shall be attended by an authorized representative of the lead bidder.
10. In case the work is awarded to the consortium, the members of consortium must form a JV and get the same incorporated at the Registrar of the Companies under Companies Act. Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed. Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.
11. The JV Agreement along with detailed roles and responsibilities of each JV member shall be submitted by the newly formed JV to RailTel before signing the contract agreement for the work. However, undertaking duly signed and sealed by all members AND board resolutions with roles and responsibilities and willingness to participate in the JV from each member of the JV (board resolutions only required in case an JV is being formed) must be submitted along with bid response stating that all members would be forming JV in case the work is assigned to them. Refer Annexure 20 for the format of this undertaking. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
12. For all events that would happen when a bidder is declared as the successful bidder, the leader on behalf of the Consortium/ JV shall undertake full responsibility for timely completion of work and shall coordinate with RailTel during the period the bid offer is under evaluation as well as during execution of Work in the event the Work is awarded. He shall also be responsible for resolving disputes/misunderstanding/ undefined activities if any, amongst all the Consortium/ JV members.
13. Any correspondence exchanged with the lead bidder of consortium/ JV shall be binding on all the consortium/ JV members.
14. RailTel shall enter into a contract with the successful bidder.

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15. If the Consortium bidder fail to satisfy the above conditions then RailTel reserves the right to reject the bids.

13.4 Guidelines issued by Ministry of Finance

1. Relevant guidelines have been given below and in case of contradiction with any condition of this RFP document, guidelines issued by Ministry of Finance vide above mentioned OM (including any addendum/corrigendum issued by MoF and any other relevant guidelines pertaining to the subject issued by GoI) shall prevail:
2. Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017- In accordance with Guidelines issued by Ministry of Finance through Order (Public Procurement No. 4) - OM no. F.7/10/2021-PPD dated 23.02.2023, any bidder from country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority (Registration Committee constituted by Department for Promotion of Industry and Internal Trade-DPIIT) as defined in the Guidelines. Bidders are required to submit self- undertakings as per Form no. Annexure 23-(i) (for bidders) and Annexure 23-(ii) (for sub-contractors) certifying their eligibility.
3. "Bidder" (including the term 'contractor', 'tenderer', 'consultant', 'service provider' or 'OEM' in certain contexts) means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
4. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
5. Subcontractor for the purpose of this order means:
 - a. An entity engaged by the bidder for execution of work or part of work; or
 - b. An entity engaged by any Subcontractor for execution of work or part of work; or

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- c. An entity engaged by OEM for supply of part of material used in manufacturing of supplied item under this Project.
6. The beneficial owner for the purpose of 3 (iv) above will be as under:
 - a. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-“Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company; “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - b. In case of a partnership firm, the beneficial owner is the natural persons(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership:
 - c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - d. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
7. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
8. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with Competent Authority i.e. DPIIT.
9. Undertaking regarding such clause need to submit in the format given at Annexure 83-(i) (for bidders) and Annexure 28-(ii) (for sub-contractors) certifying their eligibility.

The said instructions will not apply to the bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the

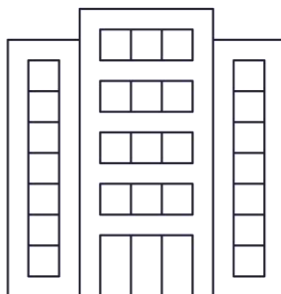
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Govt. Of India is engaged in development projects. Updated list of countries to which line of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of external affairs.



CHAPTER-10:

Evaluation Process



Data centres

14 Chapter-10: Evaluation Process

The objective of the evaluation process is to evaluate the bids received in response to this RFP in order to select an effective and best fit solution at a best commercial offer. The evaluation by RailTel will be undertaken by an Internal Committee formed by RailTel (Technical Bid Evaluation and Commercial Bid Evaluation). RailTel may consider recommendations made by external experts/ consultants on the evaluation. The decision by RailTel shall be final.

RailTel will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the required format.

RailTel may call for any clarifications/ additional particulars required, if any, on the technical/ commercial bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer is liable to be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.

RailTel reserves the right to call for presentation(s), product walkthrough(s), on the features of the solution offered etc., from the bidders based on the technical bids submitted by them.

The bidders shall be evaluated on the parameters mentioned above on the basis of evaluation approach as outlined below.

14.1 Eligibility Criteria

As part of Technical Bid Evaluation, RailTel will evaluate the bidders on each Eligibility criteria and satisfy itself beyond doubt on the bidder's ability/position to meet the criteria. Only those Bidders and Bids who have been found to be in the conformity of the eligibility terms and conditions mentioned in this section during the technical evaluation would be taken up by the RailTel for commercial evaluation.

Those bidders who do not fulfill all the eligibility criteria requirements mentioned in this section shall not be considered for any further evaluation. The EMD money in respect of such bidders will be returned on completion of the RFP process. RailTel, therefore, requests that only those bidders, who are sure of meeting all the eligibility criteria, respond to this RFP process.

Evaluation of eligibility criteria will be as per the information/response provided by the bidder against the eligibility criteria and the supporting documents as mentioned in the table below.

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The bidders who fulfil the eligibility criteria mentioned in the table below shall be qualified as technically qualified bidders and will be eligible for the commercial evaluation.

Offers received from the bidders who do not fulfil any of the following eligibility criterias are liable to be rejected.

For past experience, the documentary proof for the current year remains same as the documents mentioned in the RFP.

S. No.	Eligibility Criteria	Documents Required
1	Legal Entity	<ul style="list-style-type: none"> - Certificates of incorporation (all members in case of consortium) -Certificate of registration for the AIF, as issued by the Securities and Exchange Board of India (SEBI) under (Alternative Investment Funds) Regulations, 2012, as may be amended from time to time, as applicable - LLP agreement (in case of LLP)
2	Financial Capacity (Lead Bidder in case of consortium)	<p>The Bidder shall have a minimum Net Worth* OR Available Capital for Investment (ACI#) of Rs. 200 Cr (Rupees Two hundred Crores only) at the close of the preceding financial year</p> <p><i>* In case a Bidder has issued any fresh equity capital during the current financial year, the same shall be permitted to be added to the</i></p> <p>Certificate from Statutory Auditor with UDIN number- : Certificate specifying the Net Worth/ACI of the Bidder, as at the close of the preceding financial year, and also specifying</p>

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S. No.	Eligibility Criteria	Documents Required
	<p><i>Bidder's Net Worth subject to the statutory auditor of the Bidder certifying to this effect.</i></p> <p><i>#In case a Bidder has received any fresh capital commitment available for the immediate deployment during the current financial year, the same shall be permitted to be added to the Bidder's ACI subject to the statutory auditor of the Bidder certifying to this effect.</i></p>	<p>that the methodology adopted for calculating such Net Worth conforms to the provisions of this RFP.</p>
3	<p>Technical Capability- Project Experience (any consortium partners)</p> <p>Bidder must have successfully completed or substantially completed at least the following:</p> <p>Establishing/Creation/Development and/or Operation and/or Maintenance of Data Centre for any customer or Self of the following size during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <ol style="list-style-type: none"> 1. One DC project of not less than 18 MW . OR 2. Two DC projects of not less than 12 MW. OR 3. Three DC projects of not less than 9 MW 	<p>Completion Certificates from the client;</p> <p>OR</p> <p>Work Order + Self Certificate of Completion (Certified by the CA);</p> <p>OR</p> <p>Work Order + Phase Completion Certificate from the client</p> <p>OR</p> <p>Self-certification in case DC is established for internal use</p> <p><i>Substantially completed project- In case project is on-going a certificate from the Statutory Auditor duly</i></p>

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S. No.	Eligibility Criteria	Documents Required
		<i>mentioning reference of concerned Order has to be provided mentioning that 80% of Capex has been released OR Project should be successfully implemented and should be in the O & M Stage.</i>
4	Non- Blacklisting (all consortium partners) None of the consortium partner/single bidder should be currently blacklisted by any of the PSUs/state or central ministries/Regulatory body/Government bodies	Notorised Affidavit in stamp paper from each of the consortium partners

Note:

1. Completion certificate supported by Purchase orders/MOU/Agreements shall ONLY be considered as implementation certificate from the client.
2. If any financial statement(s) is submitted by the bidder in order to substantiate the pre-qualification criteria mentioned above pertain to other than INR, For calculating the financial value, B.C. selling Exchange rate of State Bank of India applicable on the date of technical bid opening will be considered).
3. The bidders would facilitate RailTel and/or its third party alliances to carry out reference site visits and/or interviews (telephonic/ physical) with the existing customers of the bidders to validate the customer testimonials/ credentials submitted by the bidder.
4. Projects implemented internally within the consortium member’s organizations shall be considered while evaluating the eligibility status of the consortium.
5. Certificates from CA shall include the ICAI membership number and UDIN.

14.2 Commercial Evaluation Process

The Financial/Commercial bids of all the Technical Qualified bidders will be opened for evaluation.

The Bidder has to quote the Additional Revenue share to RailTel (in %) over and above the Fixed Revenue share (%)—excluding applicable taxes over and above the Fixed Revenue share. The quote is to be in number

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(%) upto one decimal places as part of the commercial bid exclusive of applicable taxes and any statutory fees. This will be termed as 'Initial Price Offer' of the bidder.

Fixed revenue share for RailTel shall be:

- 12% for rack colocation services
- 15% for managed services.

Opening of Financial Bid and e-Auction

All of the Pre-Qualified qualified bidders selected as per the process mentioned above will termed as technically qualified and are eligible for this stage. The financial evaluation will be conducted in two steps:

a. Step 1: This step will provide the 'Initial Price Offer Qualified bidders' who will be eligible to participate in step 2, i.e e-Auction.

The financial bids of only technically qualified bidders will be opened to the extent of specifying the Initial Price Offer. The Additional Revenue share (%) quoted by the bidder will be considered as the Initial Price Offer of the bidder from the financial evaluation stage of the selection process. In this case, there are three cases possible –

1. Case 1 – Number of technically qualified bidders is less than three

In the event there are less than three technical qualified bidders, the RailTel may, in its sole discretion, either decide to conduct the e-auction, or finalize the bids based on Initial price offer.

2. Case 2 - Number of technically qualified bidders is equal to three

In the event the number of Technically Qualified Bidders is equal to three, then each of the Technically Qualified Bidders shall be allowed to participate in E-Auction process

3. Case 3 - Number of technically qualified bidders is more than three

In the event the number of Technically Qualified Bidders is more than three, all the Initial Price Offer of the Bidders who are technically qualified (the "Technically Qualified Bidders") shall be ranked on the basis of the descending Initial Price Bid (highest Initial Price Offer submitted by the Technically qualified bidders shall be ranked 1 and lowest shall be ranked last) submitted by each Technically Qualified Bidder. In this case (Number of technically qualified bidders is more than three), there are two scenarios possible -

- **Scenario 1 – If all the quoted Initial Price Offers are distinct**

In this scenario, all the Initial Price Offer Qualified Bidders shall be assigned different ranks. Basis such ranking, the Technically Qualified Bidders holding **top fifty per cent** of the ranks (with any fraction rounded off to higher integer) or **three Technically Qualified**

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Bidders, whichever is higher, shall be considered to be the qualified for participating in the electronic auction (referred as “**Initial Price Offer Qualified Bidders**”).

• **Scenario 2 – If some or all the quoted Initial Price Offers are identical**

In this scenario, if identical Initial Price Offers have been submitted by one or more Technically Qualified Bidders, all such Technically Qualified Bidders shall be assigned the same rank for the purposes of determination of Initial Price Offer Qualified Bidders. In such scenario, the aforementioned fifty per cent shall stand enhanced to fifty per cent plus the number of Initial Price Offer Qualified Bidders, whose Initial Price Offers are identical minus the number of such identical Initial Price Offers.

$$\text{Number of Initial Price Offer Qualified Bidders} = \left(\text{ROUNDUP} \left\{ \frac{\text{Number of Rank(s)}}{2} \right\} \right) + \left(\text{Number of Technically Qualified Bidders who are assigned same rank(s)} \right) - \left(\text{Number of rank(s) where more than one Technically Qualified Bidders are placed (assigned same rank)} \right)$$

In all the above two cases, if more than one bidder is assigned same rank and any one of them is getting qualified for e-Auction phase, then then other bidders having same rank will also get qualified for the e-Auction phase.

Illustration:

Solely for the purposes of reference of the Bidders, the methodology of determination of Initial Price Offer Qualified Bidders is illustrated below:

- i. In the event there are a total of 10 Technically Qualified Bidders, and each Technically Qualified Bidder submits different Initial Price Offer, then the Technically Qualified Bidders holding top fifty percent of ranks shall be considered to be Initial Price Offer Qualified Bidders;
- ii. In the aforementioned case, if three Technically Qualified Bidders submit the same Initial Price Offer and are ranked in top fifty percent of the total number of ranks, then all such 3 Technically Qualified Bidders shall be considered to be Initial Price Offer Qualified Bidders and the total number of Initial Price Offer Qualified Bidders shall stand increased by 2 to 7.

b. Step 2- Electronic Auction:

- a. E-Auction will be conducted on a specified date given by the RailTel.
- b. Only Initial Price Offer Qualified Bidders shall be allowed to participate in the e-Auction.
- c. The Floor price/Start price of e-Auction shall be highest initial price offer received. All Financial Bids made during the e-Auction shall be incremental by 10 basis points price (0.1%) or multiples thereof to the floor price. The Floor price/Start price of e-Auction shall be notified to the **Initial Price Offer Qualified bidders minimum 1 day before e- auction.**

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- d. Initial Price Offer Qualified Bidders shall quote a value by addition of relevant incremental amount to the last quoted Financial Bid reflected in the Auction Portal. For avoidance of doubt, it is clarified that at any time during auction process the Initial Price Offer Qualified Bidders shall only quote an amount above the last quoted Financial Bid on the portal.
- e. At any time during the e-Auction, the only highest Financial Bid of the Initial Price Offer prevailing at that time shall be visible to the Initial Price Offer Qualified Bidders on the Auction Portal.
- f. At any time during the e-Auction, information with respect to the identity of and the number of other Initial Price Offer Qualified Bidders and their details shall not be made visible to anyone.
- g. On the date of e-Auction, the auction process will commence at the time specified by RailTel (“Auction Start Time”) on the Auction Portal and shall continue and last for a duration of 4 (four) hours, ending at Auction End Time subject to any time extension, as per the terms and in the manner described below. The Initial Price Offer Qualified Bidders may quote their Financial Bid which is higher than the Floor price during the e-Auction. Details:

Sl.	Parameter	Value
1.	Date and Time of Forward-Auction Bidding Event	Will be intimated later
2.	Duration of Forward-Auction Bidding Event	4 Hour
3.	Automatic extension of the ‘Forward-Auction Closing Time’, if last bid received is within a ‘Predefined Time-Duration’ before the ‘Forward-Auction Closing Time’	Yes
3.1	Pre-defined Time-Duration	Within last 10 minutes
3.2	Automatic extension Time-Duration	10 minutes
3.3	Maximum number of Auto-Extension	Unlimited extension
5.	Entity – Start-Price	Please refer Clause c above
6.	Minimum Bid-Increment	10 basis points price (0.1%) or multiples thereof

In the event a Financial Bid is received during the last 10 (ten) minutes before the scheduled Auction End Time, the close time of the e-Auction will be automatically extended by 10 (ten) minutes from the time the last Financial Bid is received in order to give equal opportunity to all other Qualified Bidders. This process of auto extension will continue till occurrence of a time period of 10 (ten) minutes during which no Financial Bid is received on the Auction Portal. For avoidance of doubt it is clarified that in case during any extended period of 10 (ten) minutes no further bid higher than the last quoted highest bid is received, the auction sale will be automatically closed at the expiry of the said extended 10 (ten) minutes and the Qualified Bidder whose Financial Bid is the highest at the end of such extended time will qualify for being finalised as the Selected Bidder.

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Illustration; Assuming that the initial Auction End Time for a particular electronic auction is 1200 hours and a Financial Bid is received at 1155 hours, the scheduled Auction End Time shall be revised to 1205 Hours. Again if a Financial Bid is received at 1204 hours, the scheduled close time shall be revised to 1214 hours and so on.

Further, in the event that no further Financial Bid is received till 1214 hours, the electronic auction will close at 1214 hours. The Qualified Bidder with the Financial Bid at 1214 hours shall be declared as Selected Bidder.

The above example is only illustrative and is meant for guidance only.

- h. In case no offer or incremental bids received during e-auction, the bidder having quoted the highest initial price offer will be considered as successful bidder.

14.3 Selection of Winning Bidder

The bidders quoting the highest Additional Revenue share (%)- Highest Commercial Offer-HCO to RailTel during forward electronic auction or Initial Price offers as per the rules mentioned in the above clauses shall be awarded the contract. In case there is tie- up (if the e-auction is not operated as per RFP guidelines) in the commercial offers, the bidder with highest NetWorth will be awarded the contract

14.4 Post Qualification and Award Criteria

1. This determination will take into account the Bidder's financial, technical, implementation and post-implementation strengths and capabilities. It will also include examination of the documentary evidence submitted by the Bidder as part of the bid as well as such other information as RailTel deems necessary and appropriate.
2. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event; RailTel will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
3. RailTel is not bound to accept the best evaluated bid or any bid and reserves the right to accept any bid, wholly or in part.
4. Authority for Acceptance- On conclusion of the Financial bidding, the authority for the acceptance of the Financial Bid of the Selected Bidder will rest with RailTel, who shall not be bound to accept such Financial Bid or to assign any reason for non-acceptance or rejection of a Financial Bid. In case a financial bid is not found to be reasonable, RailTel reserves the right to reject the bid.

14.5 Notifications

1. The Letter of Award shall be issued by RailTel during the bid validity period.
2. All notifications issued by RailTel to the Selected Bidder in relation to the Agreement shall be in writing.

14.6 Letter of Award

The Selected bidder/ bidders will be issued a Letter of Award (LoA) by RailTel for Development of Data Centre at RailTel's Noida Land. The Revenue share and Performance Bank Guarantee (as per clause 15.41 of RFP) shall be payable by the Selected Bidder to RailTel.

14.7 Contract Agreement

The agreement shall be signed immediately after fulfilling the following conditions by the selected bidder:

- (i) submission of valid Performance Bank Guarantee
- (ii) submission of Site Plan, Building Plan
- (iii) Submission of Financial Closure documents
- (iv) Submit a duly signed copy of the Agreement (being the Letter of Award, General Conditions of Contract and RFP and proposal response) as per Annexure-34 executed on non-judicial stamp paper of adequate value.

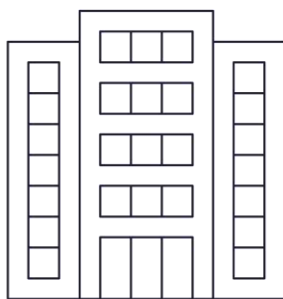
14.8 Commencement of Agreement

The agreement shall commence from the date of issue of LoA



CHAPTER-11:

Terms & Conditions



Data centres

15 Chapter-11: Terms and Conditions

Following terms and condition are applicable for bidders participating for this RFP.

15.1 Undertaking

The bidders intending to submit the RFP documents shall submit a cover letter and a Bid undertaking letter to RailTel along with the bid proposal , in the format provided in this RFP (Annexure 2 and Annexure 6) respectively.

15.2 Bidder clarification and RailTel's responses

All queries from the bidders asking for clarifications relating to this RFP must be submitted in writing exclusively to the contact person before the last date for receipt of clarifications as indicated and in the format specified in this RFP. The mode of delivering written questions would be through email. In no event will RailTel be responsible for ensuring that bidders' queries have been received by them.

15.3 Amendments to RFP

1. Bids once submitted will be treated, as final and no modification will be permitted. No correspondence in this regard will be entertained.
2. No bidder shall be allowed to withdraw the bid after the deadline for submission of bids.
3. In case of the successful bidder, he will not be allowed to withdraw or back out from the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed.
4. At any time prior to the deadline (or as extended by RailTel) for submission of bids, RailTel, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder, may modify the RFP document by issuing amendment(s). Such amendment(s) would be uploaded on RailTel website on time to time basis, and these amendments shall be deemed to be part and parcel of RFP and shall be binding on all the bidders.
5. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, RailTel, at its discretion, may extend the deadline for the submission of bids.

15.4 Right to terminate the process

1. RailTel reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for actions taken by RailTel
2. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone.
3. This RFP does not constitute an offer by RailTel. The bidder's participation in this process may result in RailTel selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.
4. RailTel reserves the right to annul the procurement process for DC Development or any component of DC services

15.5 Default (Non-Fulfillment of Contract)

1. The MSDCP shall execute the work with due diligence and expedition, keeping to the approved time schedule. In this project occurrence of following would constitute an event of default:
 - 1.1. Should the MSDCP misses the implementation milestones as per RFP/or as per RailTel approved extended timelines by more than 25 percent due to delays solely attributable to MSDCP,
 - 1.2. Should the MSDCP fails to make the annual payments on timelines as defined in this RFP/or as approved by RailTel for one quarter.
 - 1.3. If the MSDCP, at any time fails to perform or breaches any material covenant or conditions contained in this RFP.
 - 1.4. Any representations made or warranty given by MSDCP is found to be false or misleading.
 - 1.5. if insolvency or bankruptcy proceedings are initiated against the MSDCP or a provisional liquidator, receiver or manager of the MSDCP is duly appointed and such petition or order is not withdrawn within 60 (sixty) days
 - 1.6. Failure to deposit PBG as per timelines mentioned in clause 15.41
2. In the event of occurrence of defaults as mentioned above, RailTel at its own discretion may decide to give another thirty to sixty days' notice (to be decided by steering committee) in writing to the MSDCP

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requiring him to make good the neglect or contravention complained of and to bring the project back on its estimated timelines of project plan as approved by RailTel.

- 2.1. In the event of MSDCP failing to rectify its default even after the expiry of above mentioned notice period, it shall be lawful for RailTel to terminate the existing contract with MSDCP duly forfeiting the PBG and to take the work wholly or in part out of the MSDCP hands without any further reference and get the work or any part thereof, as the case may be, completed by other agencies without prejudice to any other right or remedy of RailTel.
3. The work of implementation & commissioning of DC shall be treated as sufficiently completed when the Provisional Acceptance Certificate (PAC)/Go-Live certificate have been issued for the work under consideration.

15.6 Disqualification

The proposal submitted by the bidder is liable to be disqualified if one or more violations of the following conditions are violated:

1. Violation of the bid submission process.
2. The price information, the pricing policy or pricing mechanisms or any document/information/file indicative of the commercial aspects of the proposal are either fully or partially enclosed or are part of the eligibility criteria documents or Technical -Commercial Proposal.
3. Non-compliance to the conditions of the bidding process
4. The Bid documents are not digitally signed as per guidelines of the RFP.
5. The required RFP Fees and EMD has not been paid as specified in the RFP.
6. The Bid validity period is shorter than the required period.
7. The Bid is not submitted in accordance with this document.
8. During validity of the Bid, or its extended period, if any, the bidder revises its quoted prices.
9. The bidder qualifies their Bid with their own conditions.
10. Bid is received in incomplete form.
11. Bid is not accompanied by all the requisite documents.
12. Non responsive Content of the proposal
13. Information submitted in Techno-Commercial offer is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the bids or during the tenure of the contract including the extension period, if any.

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14. The deliverables as given in the Technical solution should be in consonance with the Price Proposal. Any deviations in the final deliverables between Techno-Commercial and Price proposals shall make the Bid as being unresponsive and may lead to disqualification of the Bid.
15. Inability to respond in accordance with the bidding guidelines
16. The successful bidder, invited to sign the contract qualifies the letter of acceptance of the contract with its own conditions.
17. The MSDCP fails to deposit the Performance Bank Guarantee or fails to enter into a contract within 45 days of the date of notice of award of contract or within such extended period, as may be specified by RailTel.

15.7 Fraudulent and corrupt practice

1. The Bidders/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, RailTel shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice or unfair trade practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, RailTel shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security/EMD or Performance Security/PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to RailTel for, inter alia, time, cost and effort of the RailTel, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
2. Without prejudice to the rights of the RailTel under Clause above and the rights and remedies which the RailTel may have under the LOA or the Agreement or under any applicable law, if an Bidder/Successful bidder, is found by the Authority (RailTel) to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or tender issued by the RailTel during a period of 3 (three) years from the date such Bidder is found by RailTel to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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3. Bidder tries to influence the proposal evaluation process by unfair/unlawful/corrupt/fraudulent means at any point of time during the bid process defines, for the purposes of this provision, the terms set forth below as follows:
- a. "corrupt" practice means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of RailTel who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of RailTel, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of RailTel in relation to any matter concerning the Project;
 - b. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - d. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by RailTel with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest;
 - e. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders (prior to or after bid submission) with the objective of restricting or manipulating a full and fair competition in the Selection Process and designed to establish bid prices at artificial, non-competitive levels and to deprive RailTel of the benefits of free and open competition, and
 - f. "Unfair trade" practices means supply of goods (computer hardware, software, printers, servers, networking equipment, etc.) & services different from what is mentioned in the bid documents, and includes change of parts/components, use of refurbished/repaired/substandard/ duplicate parts

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instead of genuine new parts or change the specifications and/or make of the company for which the contract was awarded by RailTel.

15.8 Consequences of disqualification

1. If a bid or a proposal is disqualified, the bidder will not be eligible to participate in the any future bidding process for DC business by RailTel for 3 years.
2. If the proposal/bid is disqualified, it will not be processed further and the same will be communicated to the bidder through email/fax. No further correspondence from the bidder with RailTel will be entertained.
3. Documents submitted as a part of the proposal and which have not been opened will be returned to the bidder.
4. Documents submitted as a part of the proposal and which have been opened at the time of disqualification will not be returned to the bidder.
5. If the disqualification is for the reasons of fraudulent or corrupt practice, RailTel has the right to initiate action to black list the bidder as per the provisions of the relevant guidelines/rules.

15.9 Termination of contract owing to default of successful bidder (MSDCP)

RailTel may terminate the contract if the successful bidder:

1. Becomes bankrupt or insolvent
2. makes an arrangement with or assignment in favor of his creditors, or agree to carry out the contract under a committee of inspection of his creditors, or
3. being a Company or Corporation, goes into liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction), or
5. assigns the contract or any part thereof otherwise than as provided in Terms & Conditions, or
- 6 abandons the contract, or
- 7 fails to supply material and/or carry out the works as per contractual terms
- 8 Any breach of SLA leading to penalty of over 10%.
- 9 promises offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of RailTel or any person on his or on their behalf in relation to the execution of this or any other contract with the RailTel
- 10 Any fraudulent leak of DC revenues

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11 Commits any event of default as mentioned in clause 15.5 above.

In case of termination by RailTel, RailTel shall have the right to (a) measure up the whole or part of the work from which the MSDCP has been removed and (b) to get it completed by another Bidder, the manner and method in which such work is completed shall be in the entire discretion of RailTel whose decision shall be final; and in both cases (a) and (b) mentioned above the RailTel shall be entitled (i) to forfeit the whole or such portion of the Performance Bank Guarantee as it may consider fit, and (ii) to recover from the MSDCP the cost of carrying out the balance work

Note: Provided always that in any case in which any of the powers conferred upon the RailTel by Sub-clause above shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute waiver of any of the conditions thereof and such power shall notwithstanding anything contained herein, be exercisable in the event of any future case of default by the MSDCP for which his liability for past and future shall remain unaffected

15.10 Right of RailTel after termination of contract owing to the default of successful bidder (MSDCP)

In the event of any or several of the courses, referred in Section above, being adopted:

1. RailTel shall be within its right to on-board a new MSDCP to complete the works & operations for the DC project.
2. All assets will be transferred to RailTel at Nil cost. Because of such default, the MSDCP shall compensate RailTel for any such loss, damages, or other costs, incurred by RailTel in this regard.
3. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], RailTel shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the MSDCP shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor MSDCP to take over the obligations of the erstwhile MSDCP in relation to the execution/continued execution of the scope of the Contract.
4. Nothing herein shall restrict the right of RailTel to invoke the successful bidder Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity, and pursue such other rights and/or remedies that may be available to RailTel under law or otherwise.

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5. The termination here of shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
6. The MSDCP shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and MSDCP shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract
7. If the MSDCP decides to discontinue services during the contract period, a Liquidity damages equal to at the rate of 10.0% of total annual payments (Revenue Share) to RailTel in addition to the RailTel's Revenue share for the current year to be paid to RailTel in addition to forfeiture of the performance bank guarantee
8. In such an event all clauses within the scope of the 'Extension of contract and exit management' as detailed in this RFP (clause no 7.6) needs to be complied with

15.11 Conflict of interest

The MSDCP shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest due to prior, current, or offered contracts, engagements, or affiliations with RailTel. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the MSDCP to complete the requirements as given in the RFP. Format given at Annexure-19.

15.12 Government restrictions

In order to discharge the obligations in respect of supply of products and services, it is essential that the MSDCP undertakes that there are no Government restrictions or sanctions or limitations in the country of the supplier or countries from which products or subcomponents are being procured and/or for the export of any part of the system being supplied. The MSDCP shall also undertake that the OEMs of products have no right to inspect the end usage of the solution.

15.13 Tax

The Managed Data Centre Service Provider (MSDCP) and all personnel employed by him shall pay such taxes like GST, Income Tax or any other applicable taxes as are payable under statutory laws of India and the RailTel WILL NOT ACCEPT any liability for the same. The successful Bidder/MSDCP shall be liable

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to pay any other similar tax, if payable, in respect of the Revenue share, BW charges, Third-party charges, Authority charges, Local body charges, Statutory charges and Bank Guarantee etc. If there is any reduction or increase in taxes / duties due to any reason whatsoever, the same shall be passed on to the bidder.

Any foreign entity participating in the bid shall be liable to comply with the applicable laws under taxation and RailTel shall not be liable on any claims within or outside India.

15.14 Insurance

1. The MSDCP shall take out and keep in force a policy or policies of insurance against all liabilities of the MSDCP at common law or under any statute in respect of accidents to persons who shall be employed by the contractor in or about the site for the purpose of carrying out the works on the site. The MSDCP must promptly notify the RailTel if any required insurance policy is cancelled or there is any significant change in any of those policies which may impact the MSDCP's ability to meet its obligations under the Contract.
2. The MSDCP must maintain all required insurance policies which are maintained on a "claims made" basis.
3. The MSDCP must, on request, promptly provide to RailTel:
 - (a) an insurance certificate of currency confirming that the MSDCP has affected and renewed or is insured under the insurance policies described in the Details; or
 - b) such other evidence of the required insurances, specified in the Details
4. If specified in the Details, the MSDCP must notify RailTel in writing of any exclusions and deductibles relevant to the insurance policies that the Supplier is required to have in place
5. The insurance shall cover the following events (including but not limited to):
 - (a) Loss of or damage to the Works, Plant and Materials; Loss of or damage to Equipment;
 - (b) Loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
 - (c) Personal injury or death.
 - (d) Public liability; either professional indemnity or errors and omissions
 - (e) Workers' compensation as required by law
 - (f) For all the Data Centre infrastructure & equipment provided by bidder
 - (g) All Risk Property Insurance
 - (h) Third Party liability
 - (i) Cyber Security
 - (j) Professional Indemnity Insurance
6. In all Insurance Policies, RailTel shall be kept as a "additional insured".

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7. RailTel may appoint a third party for review of the policies planned/taken by the MSDCP during currency of contract. Based on the review, the MSDCP has to modify their insurance policies, on RailTel's request.
8. The successful bidder shall cover insurance for all the infrastructure & equipment for one year beyond contract period/termination of contract.
9. In case the compliance of insurance is not met at any point of time during the currency of contract, RailTel after giving reasonable notice and time, will cover the insurance as required, deducting the cost incurred in obtaining such insurance cover from the Revenue share of the MSDCP.

15.15 Insurance of materials and installations

1. The MSDCP shall keep in force a Policy or policies of Insurance for all materials irrespective of whether he used up in the portion of work already done or kept for the use in the balance portion of the work until such works are provisionally handed over. For this purpose, the works are deemed to have been provisionally handed over when provisional acceptance certificate is issued for the locations.
2. The MSDCP shall arrange for safe and secure custody/storage of material received/delivered at site/s, at their own cost and risk. The DC Partner is advised to secure the said material with sufficient and suitable insurance cover.
3. The MSDCP should, however, insure the stores brought to site, against risks in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act in force from time to time.
4. The successful bidder shall cover insurance for all the infrastructure & equipment for one year beyond contract period/termination of contract.
5. In case the compliance on insurance is not met at any point of time during the currency of contract, RailTel after giving reasonable notice and time, will cover the insurance as required, deducting the cost incurred in obtaining such insurance cover from the Revenue share of the MSDCP.

15.16 Ownership of material

All risks, responsibilities, liabilities in respect of goods delivered at site shall remain with selected Bidder during the contract period.

15.17 Labour Laws

1. The MSDCP shall be solely responsible for complying all the applicable labour laws and other statutory provisions in force. In case any loss or damage is incurred/suffered by RailTel owing to any default/breach of any statutory provisions by MSDCP, the MSDCP shall hold harmless and indemnify RailTel to the extent of such loss or damages incurred/suffered by RailTel.
2. If the contractor is covered under the contractor Labour (Regulation and Abolition) Act he shall obtain a license from concerned licensing authority by payment of necessary prescribed fees and deposit, if any, before starting the work under the contract. Such fee / deposit shall be borne by the contractor. The Contractor shall, if required by RailTel engineer, deliver to the RailTel Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the contractor on the Site and such other information as the Engineer may require.
3. The Contractor shall, unless otherwise provided in the Contract, make his own arrangements of the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
4. Compliance with Labour Regulations: During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made hereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer/RailTel indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ bye laws/ Acts/ Rules/ regulations including amendments, if any, on the part of the Contractor, the Engineer/ Employer shall have the right to deduct any money due to the Contractor or including his amount of performance security. The Authority shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Authority. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Authority at any point of time.

Salient Features of Some Major Labour Laws Applicable to Establishments engaged in Building and Other Construction Work

1. Workmen Compensation Act 1923: - The Act provides for compensation in case of injury by accident arising out of and during the course of employment
2. Payment of Gratuity Act 1972: - Gratuity payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 year's service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
3. Employees P.F. and Miscellaneous Provision Act 1952: - The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are: i) Pension or family pension on retirement or death, as the case maybe. ii) Deposit linked insurance on the death in harness of the worker. iii) Payment of P.F. accumulation on retirement/death, etc.
4. Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
5. Contract Labour Regulation and Abolition Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contact labour.
6. Minimum wages Act 1948: - The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Buildings, Roads, and Runways are scheduled employments.
7. Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
8. Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work nature to Male and Female employees in the matters of transfers, training and promotions etc.
9. Payment of Bonus Act 1956: -The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33 % of wages and maximum of 20% of wages to employees drawing Rs 3500/- or less. The bonus to be paid to employees getting Rs 2500/- per month or above up to Rs. 3500/- per month shall be worked out by taking wages as Rs. 2500/- per month only. The Act does not apply to certain establishments. The newly set up establishments are exempted for five years in certain circumstances. Some of the State

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Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

10. Industrial Disputes Act: - The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
11. Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
12. Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and employers. The trade unions registered under the Act have been given certain immunities from civil and criminal liabilities.
13. Child Labour (prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
14. Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment, which employs 5, or more inter state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home up to the establishment and back etc.
15. The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: - All the Establishments who carry on any building or other construction work employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction works and other welfare measures, such as Canteens, First Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
16. Factories Act 1948: - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is able to

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premises employing 10 persons or more with aid of power or 20 or more persons without aid of power engaged in manufacturing process

15.18 Statutory Approvals

The approval from any authority required as per statutory rules and regulations of Central / State Government shall be the Contractor's Responsibility unless otherwise specified in the RFP document. The application on behalf of the Department/RailTel for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the contractor well ahead of time so that the actual construction/ commissioning of the works is not delayed for want of the approval/inspection by concerned authorities. The inspection of the works by the authorities shall be arranged by the contractor and necessary coordination of liaison work in this respect shall be the responsibility of the contractor. The bidder will bear the cost of all kinds of associated fees for taking the approvals. Any changes/ addition required to be made to meet the requirements of the statutory authorities shall be carried by the contractor free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the contractor from any of his responsibilities under this contract.

15.19 Standards

Materials shall be supplied in brand new conditions and work shall be carried out in conformity with specifications herein and Indian Standard Codes. The work shall also conform to the regulations laid down by the local authorities. Approval of statutory authorities for layout and other requirements must be obtained by the contractor before commencement of work

15.20 Water & Power

Arrangement of water and electric power required by the contractor for the works shall be made by him at own cost. RailTel will however recommend to the State Electricity board for giving the connection and power to the contractor. However, RailTel will bear no responsibility in this respect.

15.21 Land for Residential Accomodation

Contractor shall make his own arrangement for the engagement of labour at site along with arrangements in respect of housing, feeding and payment thereof.

15.22 Utilisation of Local Resources

The contractor shall maximize the employment of local labour,skilled and/ or unskilled, to the extent available. In case of any part or parts of the work is /are sub-contracted, the contractor shall ascertain availability of and endeavor to employ the localsub-contractors. The contractor shall, however, be responsible for maintaining quality of works and adherence to time schedule as per the requirements specified in the agreement.

15.23 Coordination with Other Agencies

The work shall be carried out in such a manner that the work of other agencies working at the site is not hampered due to any action of the contractor. The contractor will be responsible for ensuring proper coordination with other agencies. In the event of any dispute between the contractor and any other agency employed at or about then job site arising out of or related the performance of work, the decision of RailTel's Engineer-In-Charge shall be final and binding on the contractor.

15.24 Time is of Essence

Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the activities by the successful Bidder/MSDCP by the specified completion date.

15.25 Security & Safety

1. Successful Bidder/MSDCP shall comply with the directions issued from time to time by all the concerned Authorities (Central, State, Statutory, Public Authorities etc.) and the standards related to the security and safety, in so far as it applies to the implementation work and provision & maintenance of services of the Services during the currency of contract.
2. Successful Bidder/MSDCP shall upon reasonable request by RailTel, Statutory, Central, State, Public Authorities etc., or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

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3. Successful Bidder/MSDCP shall arrange for safe and secure custody/storage of material received/delivered at site/s, at their own cost and risk. The Successful BIDDER/MSDCP shall secure the said material with sufficient and suitable insurance cover.

15.26 Report of Accidents

The Contractor shall forthwith report of the occurrence of any accident at or about the site or in connection with the execution of the work, report in details such an accident to the Engineer-In-Charge and competent authority wherever such a report is required by law. However, the contractor is liable for all kind of compensation, legal actions arises out of such events and shall indemnify RailTel in all such cases.

15.27 Force Majeure

Force majeure shall mean:

1. War, hostilities (whether war be declared or not), invasion, act of foreign enemies
2. Embargos and Sanction
3. Rebellion, revolution, insurrection, or military or usurped power, or civil war, Ionizing radiation, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Pandemic/epidemic/quarantine restrictions/lockdown etc.
5. Riot, commotion or disorder, unless solely restricted to employees of the MSDCP
6. Loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract
7. Loss or damage due to the extent that it is due to the design of the Works, other than any part of the design provided by the MSDCP or for which the MSDCP is responsible, and
8. Any operation of the forces of nature against which an experienced MSDCP could not reasonably have been expected to take precautions.
9. Force Majeure shall not include (1) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-contractor or agents or employees, nor (2) any event which a diligent Party could reasonably have been expected to both (a) consider at the time of the conclusion of this Agreement, and (b) avoid or overcome in the carrying out of its obligations hereunder

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10. Force Majeure shall not include insufficiency of funds or failure to make any payments for the work required hereunder.
 - 10.1. No breach of Agreement- The failure of a MDSCP to fulfil any of its obligations hereunder shall not be a breach of, or default under, this Agreement in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care, and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.
11. In the event of a Force Majeure, the affected party will be excused from the performance during the existence of the force majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than one hundred and eighty (180) days from the date of the notice stated above, the party injured by the inability of the other party to perform shall have the right, upon written notice of sixty (60) days to other party, to terminate the services. Neither party shall be liable for any breach, claims and damages against the other, in respect of non-performance as a result of Force Majeure leading to such termination.
12. The successful bidder/MSDCP shall take all reasonable measures to minimize the consequences of any event of Force Majeure. The bidder, in case of any force majeure event, shall replace all the damaged assets of successful bidder/MSDCP at its own cost and effort.
13. An event of Force Majeure shall to the extent possible be remedied with all reasonable efforts and performance of affected duties and obligations shall be resumed as early as possible. The duties and obligations which cannot be performed or carried out because of force majeure event shall be suspended across the force majeure period.
14. For the avoidance of doubt, it is expressly clarified that the failure on part of the MSDCP under this Agreement or his obligation as per the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or his obligation as per SLA against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, successful Bidder/MSDCP will be solely responsible to complete the risk assessment and ensure implementation of adequate security safeguards, hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable)

15.28 Settlement of disputes and arbitration

1. This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree to submit to the exclusive jurisdiction of the Courts located in New Delhi, India as regards any claims or matters arising under or in relation to this Agreement.
2. Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration by a sole arbitrator, in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 read with any statutory amendments/modifications made thereto from time to time.
3. For this purpose, RailTel will share to the MSDCP, panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The MSDCP will suggest any 3 names out of the said panel for appointment as sole arbitrator. Thereafter, out of the said three names so suggested by the MSDCP, RailTel shall appoint the sole arbitrator.
4. The seat and place of arbitration, with companies incorporated in Indian or anywhere globally, shall be at New Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in New Delhi.
5. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English.
6. The rights and obligations of the Parties under, or pursuant to, this clause, including the arbitration agreement in this clause, shall be governed by and subject to Indian law.
7. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.
 - 7.1. Arbitration (Applicable in case of Contracts POs, APOs, Tenders, Eols, etc. between RailTel and Central/State Government (s)/PSUs as the case may be, shall be settled in terms of DPE guidelines for settlement of commercial disputes between Public Sector Enterprises inter-se and Public Sector Enterprise(s) and Government Department(s) through Administrative Mechanism for Resolution of Commercial Disputes (AMRCD) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time, and the decision of AMRCD on the said dispute shall be binding on both the parties.

15.29 Applicable Law and Jurisdiction

1. Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

15.30 Indemnification

1. The MSDCP agrees to indemnify and hold harmless RailTel and its officers, employees, and agents against any and all losses, claims, damages, liabilities, costs (including reasonable legal 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
 - 1.1. Any misstatement or any breach of any representation or warranty made by the MSDCP or
 - 1.2. The failure by the MSDCP to fulfil any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the MSDCP.
 - 1.3. Claims by third Parties that any Deliverable (or the access, use or other rights thereto), created MSDCP pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by MSDCP pursuant to this Agreement, or the SLAs,
 - (I) infringes a copyright, trade mark, trade design enforceable in India,
 - (II) infringes a patent issued in India,or
 - (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by
 - (A) "Implementation of Project by itself or through other persons other than MSDCP or its sub-contractors;or
 - (B) Third Parties (i.e., other than MSDCP or sub-contractors) at the direction of RailTel
 - 1.4. Any compensation / claim or proceeding by any third party against RailTel arising out of any act, deed, or omission by the MSDCP or

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1.5. Claim filed by a workman or employee engaged by the MSDCP 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 enough to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

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

15.31 Severability & Waiver

1. If any provision of the resultant Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid, or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of the resultant Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force & effect. The relevant Parties shall negotiate in good faith to agree to substitute for any illegal, invalid, or unenforceable provision a valid & enforceable provision which achieves to the greatest extent possible the economic, legal & commercial objectives of the illegal, invalid, or unenforceable provision or part provision within seven (7) working days.
2. No failure to exercise or enforce & no delay in exercising or enforcing on the part of either Party to the resultant Agreement or the SLAs of any right, remedy or provision of the Agreement or the SLAs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right or provision.

15.32 Survivability

The termination or expiry of the resultant Agreement or the SLAs for any reason shall not affect or prejudice any terms of the Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

15.33 Intellectual property (IP) rights

The IP rights of the solution/product and standard material should remain vested in the owner of such rights (i.e. RailTel). The successful bidder/MSDCP would acquire non-exclusive and paid up license to use the solution / products and standard material at its own cost.

15.34 Sub-letting of work

1. The Single Bidder/lead Bidder (in case of consortium)/JV shall be responsible and shall ensure the proper performance of the sub-contractors (if any) and shall be liable for any non-performance or breach by such service providers/sub-contractors. The Single Bidder/lead Bidder (in case of consortium) indemnifies and shall keep indemnified Purchaser/RailTel against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such service providers/sub-contractors. The Single Bidder/Lead Bidder(in case of consortium) /JV shall be responsible for making all payments to the sub-contractors as may be necessary, in respect of any services performed or task executed, and the Purchaser shall not be responsible for any part or full payment which is due to such service providers. Nothing in this Contract or any agreement hereunder shall relieve the Single Bidder/Lead Bidder (in case of consortium) /JV from its liabilities or obligations under this Contract to provide the services in accordance with this Contract. The Purchaser reserves the right to hold the Single Bidder/Lead Bidder (in case of consortium) /JV liable for any act/omission of subcontractors. The Single Bidder/Lead Bidder (in case of consortium) /JV shall ensure that the Sub-Contractor appointed is competent, professional and possesses the requisite qualifications and experience appropriate to the tasks they will perform.

15.35 Award of Contract

RailTel will award the Contract to the successful bidder(s) as per the RFP evaluation process.

15.36 Notification of award

RailTel will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its proposal has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance bank guarantee, RailTel will promptly notify each unsuccessful bidder and return their EMD. RailTel shall issue a Letter of Acceptance/Award (LOA) to the selected bidder. The selected bidder is expected to commence the assignment on the date and at the location specified in the contract agreement

15.37 Agreement

The agreement shall be signed immediately after fulfilling the following conditions by the selected bidder:

- (ii) **submission of valid Performance Bank Guarantee,**
- (ii) submission of Site Plan, Building Plan
- (iii) Submission of Financial Closure documents
- (iv) Submit a duly signed copy of the Agreement (being the Letter of Award, General Conditions of Contract and RFP and proposal response) executed on non-judicial stamp paper of adequate value.

15.38 Commencement of Agreement

The agreement shall commence from the date of issue of LoA

15.39 Interchanging terms used in the document

Some terms have been used in the document interchangeably for the meaning as mentioned below: 'Tender' or 'Bid document' or "RFP" means the 'RFP for Selection of MSDCP for Development of Data Centre at RailTel's Noida Land'. 'Bid', 'Proposal;' may be referred to as 'Offer'. 'Successful Bidder' or 'MSDCP' or 'Managed Service Data Centre Partner' or 'Contractor' refers to the bidder who gets selected by the RailTel after completion of evaluation process. 'Authorized Signatory' of the bidder is the person in favour of whom bidder is submitting power of attorney along with response to this bid. "Authority" or "Purchaser" or "Department" or "Employer" or 'RailTel' refers to RailTel Corporation of India Ltd

15.40 Language and Currency

1. The Bid and all related correspondence and documents shall be written in the English language. In case of any document provided in other languages, English translation has to be submitted alongwith the bid. Its bidders responsibility to provide accurate and valid English translated documents, in case of any discrepancy is found in the translation, the bids are liable to be rejected. The currency for the purpose of the Bid shall be Indian Rupee (INR). Any value provided in different currency will be converted in INR as per the BC Selling rate (Bill for Collection Selling (Foreign Exchange) Rate) on the date of bid opening.

15.41 Performance Bank Guarantee

Within 30 days of the receipt of notification of award (LoA) from RailTel, the successful bidder shall furnish a performance bank guarantee issued by a Scheduled Commercial Bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks). In case of foreign bidders or in case of GTE, if Bank Guarantee is from a foreign bank branch situated outside India, the Bank Guarantee must be issued through any of the Scheduled Commercial Bank. In case BG is issued directly by a bank outside India, it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India. The Issuing Bank should also state the name and designation of the next Higher Authority of the Officials who have issued the Bank Guarantee. The annual PBG shall remain valid for the contract duration and transition period.

- a. **PBG amount- Rs 25 Cr**
- b. **Delay in submission of PBG:** Extension of time for submission PBG beyond 30 (thirty) days and up to the date of submission of PBG from the date of issue of LoA, may be given by the Authority, who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LoA. In case the bidder fails to submit the requisite PBG after 60 days from the date of issue of LoA, a notice shall be served to the bidder to deposit the PBG immediately (however not exceeding 90 days from the date of issue of LoA). In case the bidder fails to submit the PBG even after 90 days from the date of issue of LoA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed bidder shall be debarred from participating in re-tender for Noida DC.
- c. The onus is on the successful bidder to ensure renewal of PBG (of 12 months validity) every year at least 30 days before the last date of completion of term of the previous PBG. However, no interest shall be payable on the performance bank guarantee by RailTel.
- d. The PBG shall remain valid during the transition period defined in Section 6.4-Extension of Contract & Exit Management.
- e. A live PBG is to be maintained at all times and in case of non-adherence, the last valid PBG will be forfeited and RailTel reserves the right to terminate the contract. BG claim period shall always be one year post the expiry of the BG date.
- f. The PBG is obtained for the due fulfilment of the contract. The PBG may be encashed/forfeited by RailTel in case of breach of fulfilment of contractual obligations at any stage.

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- g. The PBG should be in the same currency as the contract (i.e. in INR Rs) and must conform to Uniform Rules for Demand Guarantees (URDG 758) – an international convention regulating international securities
- h. Format of PBG given at Annexure 28.

15.42 Financial Closure OR Project Financing Arrangements

“FINANCIAL CLOSURE” or “PROJECT FINANCING ARRANGEMENTS” means arrangement of necessary funds by the MSDCP either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance the project.

Within 30 days from the date of issue of LOA, the MSDCP shall report tie-up of Financing Arrangements for the Project. In this regard the MSDCP shall submit a certificate from all financing agencies regarding the tie-up for a minimum amount equal to the Net Worth specified in the eligibility criteria in this RFP.

The MSDCP will have to submit the required documents to RailTel within 30 days from the issue of LOA.

15.43 Failure to agree with terms and conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award

15.44 Integrity Pact Program

RailTel has adopted Integrity Pact Program and for implementation thereof all tenders relating to procurement of OFC, quad cable, pre-fab shelters, electronic equipments and its installation and/or commissioning etc and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs. 15 crores at a time including for repair and maintenance of cable/network and any other items required for special works assigned to RailTel will be covered under the Integrity Pact Program and the vendors are required to sign the IP document and submit the same to RailTel before or along with the bids.

- a) Only those vendors who have purchased the RFP document and signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMNs) through the nodal officer, i.e. GM-BD, RailTel.

Name of IEMs and contact details:

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Name	Contact
Shri. Vinit Kumar Jayaswal	Add: E-34, Brahma Apartments, Plot-7, Sector-7, Dwarka, New Delhi-110075. E-Mail: gkvinit@gmail.com M.No. +91-9871893484
Shri. Punati Sridhar	Add: 8C, Block 4, 14-C Cross, MCHS Colony, HSR 6th Sector, Bangaluru- 560102. E-Mail: poonatis@gmail.com M.No. +91-9448105097

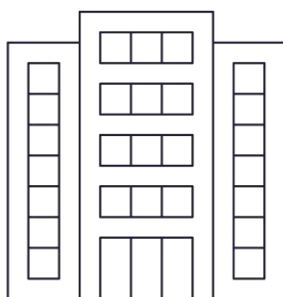
Name & contact details of Nodal Officer (IP) in RailTel:

GM/ Business Development
RailTel Corporation of India Ltd
6th Floor, Plate-A,
Office Block Tower-2,
NBCC Complex,
East Kidwai Nagar,
New Delhi-110023
Email: avagnihotri@railtel.in

- b) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.
- c) Bidder of Indian origin shall submit the Integrity Pact online on a non judicial stamp paper of Rs. 100/- duly signed by the person signing the bid. If the bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
- d) Bidder of foreign origin may submit the Integrity Pact online on its company's letterhead, duly signed by the person signing the bid.
- e) The 'Integrity Pact' shall be submitted online by the Bidder duly signed in all pages along with the Bid. Tender received without signed copy of the Integrity Pact document will be liable to be rejected. Proforma for signing the Integrity Pact is available in Annexure-31 of this RFP document.
- f) The hardcopy (2 copies) of signed Integrity Pact has to be submitted alongwith the bid-offline documents. On behalf of RailTel, the Integrity pact will be signed by the concerned representative in the Bid Opening Committee immediately on receipt of Integrity Pact signed by the Bidder. One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy the 2nd copy shall be sent to the bidder by post/courier.



CHAPTER-12: Annexures



Data centres

16 Chapter-12: Annexures

16.1 Annexure 1: Commercial Bid Format

Ref: **RFP No. RailTel/GTE/CO/Mktg-BD/2023-24/RFP/Noida DC/001**

Quote	In figure	In words
Additional Revenue share to RailTel (in %) over and above the Fixed Revenue share (%) –excluding applicable taxes	= X %	_____ %
Example- If ‘X%’ Additional Revenue share is quoted by the bidder, then the Revenue Share to RailTel will be as below: <ul style="list-style-type: none"> • <u>12% + ‘X%’</u>- for Rack colocation services • <u>15% + ‘X%’</u>- for Managed services 		

Note:

- 1 Fixed revenue share for RailTel shall be:
 - 12% for rack colocation services
 - 15% for managed services.
- 2 The Bidder has to quote the Additional Revenue share to RailTel in percentage (say ‘X%’), which should be equal to OR greater than percentage of Fixed Revenue as per point 1. The quote is to be in number (%) upto one decimal places as part of the commercial bid exclusive of applicable taxes/any statutory fees.
- 3 In case of discrepancy between figures and words, the amount in words shall prevail.
- 4 The Revenue share (%) to RailTel will be:. Fixed Revenue Share (%) + Additional Revenue share (%). This would be the total revenue share (%) that MSDCP would give to RailTel for the contract duration.
- 5 Reconciliation statement of amount payable/receivable for every month, quarter and year to be submitted to RailTel within 10 days post the completion of the corresponding month/quarter/year as per the terms of payment period.
- 6 MSDCP shall pay the reconciled payable amount to RailTel within 15 days post the completion of the corresponding month/quarter/year as per the terms of payment period.

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16.2 Annexure 2: Tender Offer Cover Letter

(on letter head of Single bidder/lead bidder)

RFP No: **RailTel/GTE/CO/Mktg-BD/2023-24/RFP/Noida DC/001**

Dated dd/mm/2024

To,
General Manager/BD
RailTel Corporation of India Ltd.
Corporate Office
6th Floor, Office Block Tower-2,
NBCC Complex,
East Kidwai Nagar
New Delhi-110023

Dear Sir,

Sub: RFP no. RailTel/GTE/CO/Mktg-BD/2023-24/RFP/Noida DC/001 for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land dated 18-Jan -2024

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

We attach hereto the response as required by the RFP, which constitutes our proposal.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to RailTel is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this RFP response for a period of 180 days from the date of bid submission. We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank guarantee bond as prescribed in this RFP. (Clause 15.41).

We agree that you are not bound to accept any RFP response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the services specified in the RFP response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 2024

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(Signature)(In the capacity of)(Name)

Duly authorized to sign the RFP Response for and on behalf of: (Name and Address of Company)

Seal/Stamp of bidder

Witness Signature:

Witness Name: Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I,,....., the Company Secretary of, certify that

..... who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date: Signature:

(Company Seal)(Name)

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16.3 Annexure 3: Bidder Profile (Single Bidder)

(on letter head of Single bidder/lead bidder)

Single Bidder				
S. No.	Particulars	Description/Details	Reference Documents	Page No.
A.	Name of Bidder		-	-
B.	Contact Details		-	-
	Address			
	Telephone No.			
	Fax			
	Email			
	Website			
C.	Incorporation Details		Certified copy of incorporation under Indian Companies Act, 1956/2013	
	Incorporation Number			
	Date of Incorporation			
	Authority			
D.	PAN/TAN No.		Certified copy of PAN card	
E.	GST Details		Certified copy Valid GST Certificate	
F.	Legal Status of Company			
G.	Name of Authorized Signatory		Special Power of Attorney, duly authorizing the person signing the bid documents to sign on behalf of the bidder and thereby binding the bidder. (Duly notarized or duly supported by Board Resolution)	
	Position			
	Telephone			
	Fax			
	Mobile			
	Email			
J	Number & Address of Offices			
Full Name and Signature of the Authorized Representative:				

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16.4 Annexure 4: Lead Bidder and Consortium Details

(on letter head of Single bidder/lead bidder)

Bidder is to provide details of the Consortium Partner, if any. Details of any Sub-Contractors, if any should also be shared along with summary of services to be sub-contracted (if applicable), in the format mentioned below:

S. No.	Name of the Firm	Component wise/Role-wise Scope of Work (in case of Consortium partner)	Memorandum of Understanding (MoU) Details (please attach supporting documents also)
1.	Lead Bidder		
2.	Consortium Partner		

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16.5 Annexure 5: Details of Lead Bidder and Co-members (Consortium)

(on letter head of Single bidder/lead bidder)

Lead Bidder Profile

Lead Bidder				
S. No.	Particulars	Description/ Details	Reference Documents	Page No.
A.	Name of Bidder		-	-
B.	Contact Details		-	-
	Address			
	Telephone No.			
	Fax			
	Email			
	Website			
C.	Incorporation Details		Certified copy of incorporation under Indian Companies Act, 1956/2013	
	Incorporation Number			
	Date of Incorporation			
	Authority			
D.	PAN/TAN No.		Certified copy of PAN card	
E.	GST Details		Certified copy Valid GST Certificate	
F.	Legal Status of Company			
G.	Name of Authorized Signatory		Special Power of Attorney, duly authorizing the person signing the bid documents to sign on behalf of the bidder and thereby binding the bidder. (Duly notarized or duly supported by Board Resolution)	
	Position			
	Telephone			
	Fax			
	Mobile			
	Email			
J	Number & Address of Offices			
	a) In India			

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Lead Bidder				
S. No.	Particulars	Description/ Details	Reference Documents	Page No.
	b) In Abroad			
Full Name and Signature of the Authorized Representative:				

Bidder:

Signature -----
 Name -----
 Designation -----
 Company -----
 Date -----

Form 3.2 – Consortium Partner 1/Consortium Partner N...

Consortium Partner 1				
S. No.	Particulars	Description/ Details	Reference Documents	Page No.
A.	Name of Bidder		-	-
B.	Contact Details		-	-
	Address			
	Telephone No.			
	Fax			
	Email			
	Website			
C.	Incorporation Details		Certified copy of incorporation under Indian Companies Act, 1956/2013	
	Incorporation Number			
	Date of Incorporation			
	Authority			
D.	PAN/TAN No.		Certified copy of PAN card	
E.	GST Details		Certified copy Valid GST Certificate	

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Consortium Partner 1				
S. No.	Particulars	Description/ Details	Reference Documents	Page No.
F.	Legal Status of Company			
G.	Name of Authorized Signatory		Special Power of Attorney, duly authorizing the person signing the bid documents to sign on behalf of the bidder and thereby binding the bidder (Duly notarized or duly supported by Board Resolution)	
	Position			
	Telephone			
	Fax			
	Mobile			
	Email			
J	Number & Address of Offices			
	a) In India			
	b) In Abroad			
Full Name and Signature of the Authorized Representative:				

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

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16.6 Annexure 6: Bid Undertaking Letter

(on letter head of Single bidder/lead bidder)

To
General Manager/BD
RailTel Corporation of India Ltd.
Corporate Office
6th Floor, Office Block Tower-2,
NBCC Complex,
East Kidwai Nagar
New Delhi-110023

Date dd-mm-yyyy

Dear Sir,

Sub: RFP no. RailTel/GTE/CO/Mktg-BD/2023-24/RFP/Noida DC/001 for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land dated 18-Jan-2024.

Form A

Over and above all our earlier conformations and submissions as per your requirements of the RFP, we confirm that,

- 1 We have quoted for all items as requested by RailTel Corporation of India Ltd. in the RFP and stand committed to deliver to the highest standards and quality as required by RailTel Corporation of India Ltd. to meet the timelines of the project. Our bid submission is in line with the requirements of RailTel Corporation of India Ltd. as stated in the RFP.
- 2 We confirm that we have factored in all costs and expenses for meeting the complete scope and deliverables of the RFP.
- 3 We are completely aware of the Service Level requirements and timelines specified by RailTel Corporation of India Ltd. and are committed to adhering to the same. We have also clearly taken note of the service level requirements of RailTel Corporation of India Ltd. and expectations from us and wish to confirm that we have taken care of every aspect to meet the same.
- 4 We have clearly understood RailTel Corporation of India Ltd.'s requirements and wish to confirm that we abide by the terms and conditions of the RFP issued thereafter.
- 5 We confirm and understand that all arithmetical totaling errors will be corrected for the purpose of evaluation only and the consideration of that error for payment would be completely according to RailTel Corporation of India Ltd.'s discretion. We also confirm and understand that for all other errors which we have made in the bid, RailTel Corporation of India Ltd. for the purpose of evaluation will take the corrected amount based on the price quoted by us in the price sheets but the payment to RailTel of such amounts would be completely according to RailTel Corporation of India Ltd.'s discretion.
- 6 We confirm that we will provide the best of our resources and the people offered by us will be dedicated to RailTel Corporation of India Ltd. for the sake of resource continuity. Further, we also confirm that RailTel Corporation of India Ltd. may interview the key resources offered by us and confirm their acceptability. In any event if a resource is found unfit by RailTel Corporation of India Ltd. we agree to change the same and provide RailTel Corporation of India Ltd. with a replacement within reasonable time so as to not affect the services/project timelines.
- 7 We confirm and understand that RailTel Corporation of India Ltd. has an aggressive rollout schedule

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- and we will adhere to the rollout schedule at no additional cost/burden to RailTel Corporation of India Ltd.
- 8 We confirm that all the offered solution components are compatible and interoperable with each other and the solution will meet the functional and technical requirements of RailTel Corporation of India Ltd.
 - 9 We confirm that the prices and values quoted by us encompass the complete scope of the project and we will ensure that the quality of deliverables for the project is not affected due to any pricing pressures.
 - 10 We wish to confirm that we have back-to-back arrangements from all the OEMs for the sizing, prices and service level commitments. We would be responsible and committed to ensure that the sizing is adequate and service levels as required by RailTel Corporation of India Ltd. are met and adhered. In case the hardware sizing is found to be inadequate and does not meet the SLA then the hardware upgrades, if any, will be provided without any further additional cost or burden to RailTel Corporation of India Ltd. than what has been specified by us in our commercial bid documents.
 - 11 We will be the single point of contact/reference to RailTel Corporation of India Ltd. RailTel Corporation of India Ltd. will enter into agreement with us only.
 - 12 We have ensured that the Intellectual Property Rights of Hardware and Source Code of Software supplied under this project are not residing in any Country that shares a Land Border with India. We have read the clause regarding restriction on Procurement from a Bidder of a Country which shares a Land Border with India and certify that We are not from such a country or, If from such a country, have been registered with the Competent Authority. We hereby certify that We fulfill all the requirement in this regard and are eligible to be considered (evidence of valid registration by the competent authority is enclosed).
 - 13 All proposed hardware and software components in scope of supplies, does not contain embedded malicious code. Security breach or damages to system, if any, so caused by any embedded malicious code or otherwise, due to the act of either OEM or bidder or both, the OEM as well as the bidder would be considered liable jointly or severally and shall be banned for conducting any business with RailTel. Also the present contract, may liable to be terminated by the purchaser.
 - 14 We confirm that we will provide the 'Financial closure OR Project Financing arrangements' as documents within 30 days of issue of LOA. These documents will be signed by Board of Director(s)/Assigned Director/CFO by the BoD (in case financing through internal arrangement(s)) OR as given by the financing institutions (as the case may be).

Form B

We acknowledge that the documents for RFP No. issued to us are confidential and we hereby undertake and agree as follows:

1. "Confidential Information" means the RFP documents and everything contained therein, all documentation, data, particulars of the works and technical or commercial information made by (or on behalf of) RailTel or obtained directly or indirectly from RailTel or its representatives by us or which is generated by us or any information or data that we receive or have access to, as a result of

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- the RFP, as being confidential information of RailTel, provided that such term does not include information that (a) was publicly known or otherwise known to us prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by us or any person acting on our behalf.
2. We shall maintain the confidentiality of Confidential Information in accordance with procedures adopted by us in good faith to protect confidential information of third parties delivered to us, provided that we may deliver or disclose Confidential Information to our authorized representatives who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Undertaking.
 3. We shall not at any time whatsoever:
 - i Disclose, in whole or in part, any Confidential Information received directly or indirectly from the RailTel to any third party.
 - ii Reproduce, publish, transmit, translate, modify, compile or otherwise transfer the Confidential Information.
 4. In case our bid is not accepted and immediately upon the acceptance of the bid of any of the other Bidder, we shall:
 - i Return all Confidential Information including without limitation, all originals, copies, reproductions and summaries of Confidential Information; and
 - ii Destroy all copies of Confidential Information in our possession, power or control, which are present on magnetic media, optical disk or other storage device, in a manner that ensures that the Confidential Information is rendered unrecoverable.
 5. We shall certify to RailTel that we have returned or destroyed such Confidential Information to RailTel within two (2) days of such a request being made by RailTel.

Place:

Date:

Seal and signature of the bidder

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

16.7 Annexure 7: Consortium Agreement

In notarized Stamp paper of adequate value

Consortium Agreement

Between

<Party 2>, <Party 3>

And

<Lead Bidder>

Definitions

1. Managed Service Data Centre Partner-MSDCP: Joint Venture (JV) Company which will be incorporated under the provisions of the Companies Act and in terms of provisions of RFP, in case Consortium is selected based on RFP response.
2. Consortium: Consortium between < Lead Bidder>, <Party2>, <Party3>
3. Consortium Agreement: This Agreement executed between parties
4. Customer: <Insert Customer Name> (“Customer” or <Insert abbreviation>)
5. Effective Date: The last date of signature of this Consortium Agreement by parties’ Authorized Signatories
6. Lead Bidder/Lead Member: < Lead Bidder>
7. Participant Member(s): <Party2>, <Party3>
8. Party/ Parties: < Lead Bidder>, <Party2> and <Party3>are hereinafter collectively referred to as the “Parties” and individually as a “Party”.
9. RFP: Request for Proposal (“RFP”) for <RFP Name>, <RFP Reference Number>, dated <Insert RFP Date> for <insert brief summary of scope>
10. RFP Response: Proposal submitted to customer in response to RFP received for Project<Insert project name>, < Lead Bidder> will be the Lead Bidder

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11. Work: Project <Insert Project Name> awarded by customer to successful bidder
12. Scope: The Parties have, on the basis of this Consortium Agreement, agreed to cooperate with each other for the purpose of the RFP for part of the products and services to be provided by Parties as per Exhibit-A. Unless otherwise agreed by the parties in writing, each party shall bear its own costs and expenditures incurred in connection with the preparation, submission and negotiation of the RFP Response. Unless otherwise agreed in writing, the Parties intend for < Lead Bidder> to be the Lead Bidder, and <Party 2>, <Party 3> to be the Participant Members, with respect to the project pursuant to the RFP. If the Consortium is selected based on the RFP Response, the Parties will form a JV Company in terms of RFP to execute the project.
13. All contacts with Customer pertaining to the RFP and RFP Response shall be coordinated through Lead Bidder except contacts initiated by the Participant Member itself. Parties agree to promptly notify each other, if it is directly contacted by Customer concerning the RFP, RFP Response or any related matter.
14. Participant Members to the extent requested and commercially reasonable will be available for consultation with < Lead Bidder> during any negotiations with Customer. Participant Members will, upon < Lead Bidder>'s reasonable request attend any negotiations with Customer, which pertain to the RFP Response and the offerings of Consortium in Exhibit A. < Lead Bidder> will consult with Participant Members on all relevant matters concerning Participant Members' scope of work and responsibilities in Exhibit A.
15. The division of roles and responsibilities of the Parties for the purposes of the RFP Response shall be as per Exhibit A to this Consortium Agreement.
16. The Members of the Consortium undertake to carry out their respective roles and responsibilities (as per Exhibit A of this agreement) for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium
17. In case to meet the requirements of bid documents or any other stipulations of < Lead Bidder>, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
18. In case of any discrepancy or ambiguity in any clause/specification pertaining to scope of work area, the RFP released by RailTel (Request for Proposal ("RFP") for <RFP Name>, <RFP Reference Number>, dated <Insert RFP Date> for <insert brief summary of scope>) shall supersede and will be considered sacrosanct.
19. Inter-se Cooperation between the Parties and Cooperation with MSDCP (JV)

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The Parties acknowledge the importance of cooperation between Participant Members and < Lead Bidder> for the <Insert Project Name> during preparation of RFP Response and submission thereof. In case Consortium is selected based on the RFP response and a JV is formed, the parties during the life of the Project work, shall not do any act or omission which will adversely affect the scope of work and obligations of JV under the RFP and the parties agree to cooperate with each other and with JV in order to ensure smooth implementation and integration of the Scope of Work defined in the RFP with the Scope of Work allocated to JV.

20. Joint and Several Liability : All parties to this Consortium agreement shall accept joint and several liabilities for discharging all obligations under this RFP during the implementation and the operational phase of the project..
21. Term: This agreement shall be effective from the “Effective Date” and shall continue till determination of successful bidder by the customer. In case, consortium is selected based on RFP response, all parties shall have to unconditionally enter into a “Joint Venture Agreement” that shall constitute of similar terms and conditioned as mentioned in this agreement or on such further terms as may be required to be included at the time of acceptance of the bid by the customer. The Joint Venture agreement once executed shall supersede this agreement . Notwithstanding what is stated hereinabove in this clause, the clause pertaining to Interse Corporation and corporation with JV (Clause 20) and clause pertaining to joint and several liability of all the parties to this consortium agreement (clause 21) shall survive even after the expiry or supersession of this agreement by the Joint venture agreement.
22. Obligations of Parties: Parties shall be responsible for their inputs in the RFP Response and warrant that they are qualified under law to perform the obligations under the RFP Response.
23. All parties will be jointly and severally liable for all clauses given in this Consortium Agreement
24. OEMs finalized by the Consortium for this project will have to give authorization for delivered/offered goods/services to < Lead Bidder> directly.
25. <Party 2> and <Party3> must disclose list of OEMs finalized for the scope of work. If either Party wishes to make any change in list of OEMs post award of work to < Lead Bidder>, must be finalized basis mutual agreement between the Parties.
26. Confidentiality: Parties agree that they may, in the course of their business relationship with the other, acquire or be exposed to information that is proprietary or confidential to the other party, its affiliates or its or their respective clients. All parties undertake to hold all such information in confidence and not to disclose such information for any purpose whatsoever save as may be strictly

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necessary for the performance of this assignment as mentioned in this agreement. The term "Confidential Information" as used herein includes (A) the deliverables and (B) any information or documents disclosed by one party to the other party (a) orally, and which reduced to writing within in period of 30 days of the disclosure; and/or (b) in writing or including but not limited to any written or printed documents, samples, models, technical data/know how, drawings, photographs, specifications, standards, manuals, reports, formulae, algorithms, processes, information, lists, trade secrets, computer programs, computer software, computer database, computer software documentation, quotations and price lists, research products, inventions, developments, process, engineering techniques, strategies, customers, internal procedures, employees and business opportunity. Such confidential information may be used by the receiving party only with respect to the performance of its obligations under this agreement and only by those employees of the receiving party and its subcontractors who have a need to know such information for the purposes related to this agreement, provided that such subcontractors have signed separate agreements containing substantially similar confidentiality provisions. The receiving party shall protect the Confidential Information of the disclosing party by using the same degree of care (but not less than a reasonable degree of care) to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving party uses to protect its own confidential information of like nature. The confidentiality obligations contained herein shall not apply to any (i) information which is or subsequently becomes available in public domain or (ii) information which becomes lawfully known or available to receiving party from a source other than the disclosing party; (iii) information which is already known to the receiving party independently of the disclosing party, & without an obligation to maintain confidentiality; (iv) information which is independently developed by the receiving party without the use of confidential information; (v) information which is required to be disclosed by the receiving party under the compulsion of law, or by order of any court or Government or regulatory body to whose supervisory authority the receiving party is subject; provided that, in any such event, the receiving party shall give the disclosing party a notice in writing as soon as practicable (which shall be prior notice where possible and not later than 30 days after the disclosure) and the receiving party shall use its best effort to obtain assurance that the disclosed information will be accorded confidential treatment. The confidentiality provisions of this agreement shall survive the term and termination of this agreement.

27. Cost: Each Party shall individually assume their own respective costs associated with the activities undertaken pursuant to this agreement. No third party cost shall be committed and incurred until all parties approve and agree on such expenditure.

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28. Indemnity: All the Parties shall indemnify, defend and hold each other harmless from and against any losses, costs, expenses, damages of whatsoever nature which may be incurred or suffered by either of the Party which arises out of or as a result from any breach of contract, warranty, tort (including negligence) or otherwise of either of the Party's obligation or agreement contained herein.
29. Entire Agreement: This agreement constitutes the entire understanding between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or understanding between the parties.
30. Exclusivity: This Consortium Agreement binds that either party is anytime precluded from having similar arrangements with a third person/party for similar scope of work of Consortium, for the entire duration of this project. Parties shall also maintain the confidentiality provisions of this Consortium Agreement which will be governed by the NDA signed between < Lead Bidder> and <Party 2>, <Party3>
31. However, < Lead Bidder> is free to associate and enter into Consortium Agreement / Agreement with other parties in relation to other work not covering in this scope of work in connection with RFP of <Insert RFP Name>
32. The Consortium Agreement binds all, <Party 2> and <Party 3>, from entering into similar arrangements with a third person/party.
33. Amendment: This Consortium Agreement may be amended or modified only with the mutual written consent of the Parties.
34. That if any change in the membership of the Consortium be required to be made by the members of the Consortium, the same shall be done with the consent of < Lead Bidder> subject to the conditions as may be stipulated by them in this regard.
35. In all matters relating to this Consortium Agreement, each Party shall be acting as an independent contractor. Neither Party's employees are employees of the other party under the meaning or application of any laws or otherwise. Each Party assumes all liabilities or obligations imposed by any law with respect to its employees. Neither Party shall have any authority to assume or create any obligation, express or implied, on behalf of the other party without the prior written consent of that other Party. Neither Party shall have authority to represent itself as an agent, employee, or in any other capacity of the other Party.
36. All notices, under this Consortium Agreement shall be given by the parties at the addresses given on page 1 of this Consortium Agreement in writing by letter or fax. In case of notice to any Participant Member, a copy of such notice shall be marked to all Consortium Members

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37. Neither party shall be entitled to assign or sub-contract all or any of its rights, benefits and obligations under this Consortium Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
38. Notwithstanding any other provisions of this Consortium Agreement, the provisions of this Consortium Agreement that are intended to survive shall so survive the term and termination of this Consortium Agreement.
39. The waiver of any breach of any term, covenant, or condition, herein contained, shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same..
40. Parties shall not publicize any information pertaining to this Consortium Agreement or to the other party without seeking the prior written consent of the other party.
41. The Consortium Agreement together with any Schedules, Annexure and Exhibits attached hereto and executed by the parties hereto constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and supersedes and cancels all previous agreements thereof.
42. This Consortium Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall constitute an original, and all such counterparts together shall constitute one and the same instrument.
43. This Consortium Agreement is signed by the authorized representatives of the Parties.
44. Intellectual Property/Trademarks: All intellectual property rights existing and owned by a Party prior to the Effective Date of this Consortium Agreement or that will be conceived, developed, created or put to practice by a Party independent of the activities pursuant to this Consortium Agreement, and any enhancement, modification, customization or derivative work thereof shall belong to the Party owned such rights or conceived, developed, created or put to practice such rights. Neither party shall gain by virtue of this Consortium Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other. If the parties decide to undertake any joint development pursuant to this Consortium Agreement, any such joint development shall be governed by a separate joint development agreement to be negotiated in good faith by the parties and executed prior to the commencement of any joint development efforts.
45. Neither party, without the express prior written consent of the other party, shall use the trademarks, service marks, proprietary words or symbols of the other party.
46. Nothing in this Consortium Agreement shall affect either party's right to use any trademarks, service marks or proprietary words or symbols of the other party to properly identify the goods or

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services of such other party to the extent otherwise permitted by applicable law or by written agreement between the parties.

47. Good Faith Negotiation & Arbitration: If any matter arises between the Parties about this agreement then the Parties shall meet to discuss the matter and shall negotiate in good faith to endeavour to resolve the matter. However, if any matter arising has not been resolved by the parties within thirty (30) days after the date the party raising the matter gave notice of it to the other Party then the matter shall be submitted by the either party to Arbitration. The arbitration shall be conducted as per the provisions of Indian Arbitration and Conciliation Act, 1996 read with Indian Arbitration and Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and shall be held in New Delhi, India.
48. Arbitration shall be conducted by a tribunal of three arbitrators, each party to nominate one arbitrator and the two arbitrators so appointed shall appoint the third arbitrator.
49. The arbitration proceedings shall be conducted in English language.
50. The award of the arbitral tribunal shall be final, conclusive and binding on all the parties to the agreement.
51. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides.
52. Governing Laws and Jurisdiction: This MoU shall be governed and construed in accordance with the laws of India and courts in New Delhi shall have exclusive jurisdiction in the subject matters of this MoU.
53. Force Majeure: The parties shall strive to fulfill their obligations under the Consortium Agreement. However, in the event of Force Majeure such as War, Fire, Riot, strikes, natural calamity, Act of State etc. when the parties are unable to fulfill their obligations, it is agreed that neither party shall be held responsible for any loss/damage or consequential losses or damage to the other party.
54. Severability: If any provision of this Consortium Agreement is determined to be invalid, illegal or unenforceable by any governmental entity, the remaining provisions of this Consortium Agreement to the extent permitted by Law shall remain in full force and effect.
55. This Consortium Agreement is signed by authorized representatives of the Parties. IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTHS AND YEAR FIRST ABOVE WRITTEN.

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

<Lead Bidder>	<Party 2>	<Party 3>
. Name:	. Name:	. Name:
. (Authorized Signatory)	. (Authorized Signatory)	. (Authorized Signatory)
. Signature:	. Signature:	. Signature:
. Name of Company:	. Name of Company:	. Name of Company:
.	.	.
. Date:	. Date:	. Date:
. Witness 1:	. Witness 1:	. Witness 1:
.	.	.
. Witness 2:	. Witness 2:	. Witness 2:
.	.	.

Enclosure:

Board resolution/ Power of Attorney of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

Exhibit A – Scope of Work

Responsibility Matrix

It is agreed between the parties that the Division of work between parties is as per the responsibility matrix defined below:

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of
Data Centre at RailTel's Noida Land

16.8 Annexure 8: Commercial Compliance Certificate

(on letter head of Single bidder/lead bidder)

To,
General Manager/BD
RailTel Corporation of India Ltd.
Corporate Office
6th Floor, Office Block Tower-2,
NBCC Complex,
East Kidwai Nagar
New Delhi-110023

Dear Sir,

Sub: RFP no. RailTel/GTE/CO/Mktg-BD/2023-24/RFP/Noida DC/001 for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land dated 18-Jan-2024

Having examined the Bidding Documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and work as bidder as mentioned in the RFP document & in conformity with the said bidding documents for the same.

I / We undertake that the revenues offered are in conformity with the specifications prescribed.

I / We agree to abide by this bid for a period of 6 months (Six Months) after the date fixed for bid opening and it shall remain binding upon us and may be accepted by RailTel, any time before the expiry of this period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I / We understand that you are not bound to accept the highest or any bid you may receive.

I / We agree to the terms & conditions mentioned in the RFP document.

Terms & Conditions:

- 1 We confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.

Place:

Date:

Seal & Signature of the Bidder

Note:

The bidder will have to work as per the timing of RailTel

RailTel reserves the right to renew the contract post completion of the 20 year period at mutually agreed rates

16.9 Annexure 9: Format for Power of Attorney to Authorize Signatory (Single Bidder)

(on non- judicial stamp paper duly notarized)

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s. _____ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorise Mr. or Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to RFP for the Project _____ (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with _____ (Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of _____, _____ and _____.

Dated this the _____ day of _____ 2024

(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

- a. *To be executed by all the members individually.*
- b. *The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

16.10 Annexure 10: Format for Power of Attorney for Lead bidder of Consortium

(on non- judicial stamp paper duly notarized)

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]

Whereas _____ has invited RFP response for _____ (Name of the Project)

Whereas, the Members of the Consortium comprising of M/s. _____, M/s. _____ and M/s. _____ (the respective names and addresses of the registered offices to be given) are interested in bidding for the Project and implementing the same in accordance with the terms and conditions contained in the RFP Documents.

Whereas, it is necessary for the members of the Consortium to designate one of them as the lead member with all necessary power and authority to do, for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's RFP response for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s. _____ and M/s _____ hereby designate M/s. _____ being one of the members of the Consortium, as the lead member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's RFP response for the Project, including submission of the RFP response, participating in meetings, responding to queries, submission of information or documents and generally to represent the Consortium in all its dealings with Client or any other Government Agency or any person, in connection with the Project until culmination of the process of bidding till the Project Agreement is entered into with Client and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us or Consortium.

Dated this the _____ day of _____ 2024

(signature)

(Name in Block Letter of Executant) *[seal of Company]*

Witness 1

Witness 2

Notes:

In addition, the POA of all consortium partners individually (in the format of Annexure 9) to be submitted along with Annexure 10.

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel’s Noida Land

The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

16.11 Annexure 11: Pre Bid Query Format

Note: Bidder’s request for Clarification - to be submitted minimum of two days before pre-bid meeting

If, bidder, desiring to respond to **RFP no. RailTel/GTE/CO/Mktg-BD/2023-24/RFP/Noida DC/001** Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel’s Noida Land dated 18-Jan-2024 requires any clarifications on the points mentioned in the RFP, it may communicate with RailTel Corporation of India Ltd. using the following format.

All questions received at least two days before the pre-bid meeting will be formally responded to and questions/ points of clarification and the responses will be circulated to all participating bidder if required. The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, RailTel may at its discretion, answer all such queries in the Pre-bid meeting.

RailTel Corporation of India Ltd. Corporate Office, 6 th Floor, Office Block Tower-2, NBCC Complex, East Kidwai Nagar New Delhi-110023 Ref: RFP no. RailTel/GTE/CO/Mktg-BD/2023-24/RFP/Noida DC/001					
BIDDER’S REQUEST FOR CLARIFICATION					
Name of Organization submitting request			Name & position of person submitting request		Full formal address of the Organization including phone, fax and email points of contact
					Tel:
					Fax:
					Email:
S.No.	Section No.	Page No.	Point No.	Content of RFP requiring Clarification	Points of clarification required
1					
2					

Name and signature of authorized person issuing this request for clarification

Signature/Date

Official designation

- 1 In case of multiple queries, the contact details need not be repeated and only last two rows of the above format (table) are to be furnished for the subsequent queries.
- 2 Please use email or softcopy as a preference.

16.12 Annexure-12- Format- Undertaking from the Holding Company/ Group/ Subsidiary Company

FORMAT FOR NOTARIZED UNDERTAKING TO BE SUBMITTED BY HOLDING/GROUP/SUBSIDIARY/ASSOCIATE COMPANY

(To be submitted in case the Bidder as Subsidiary/ Holding/Group/Associate is utilizing credentials of Holding/Subsidiary/Group/Associate Company)

*(To be executed on the letter head of the Holding/Subsidiary company) ***

I *(Name and designation)*** appointed as the attorney/authorized signatory[#] of *(Name of Holding/ Group/Subsidiary/ Associate Company)*** being Holding/Group/Subsidiary/Associate Company (hereinafter called the Associate/Subsidiary/Group/ Holding Company) of the Bidder as Associate/Subsidiary/ Group/Holding, M/s. _____ (hereinafter called the Bidder) for the purpose of the Proposal for the work of ...(name of work)..... as per the Bid document No. _____ of RailTel, do hereby solemnly affirm and state on behalf of the Associate/Subsidiary/Holding Company that the bidder has been authorized by us to use our technical and or financial capability for meeting the technical and/or financial eligibility as specified in the Clause Of the RFP referred and in case of failure of the Bidder as Subsidiary/Associate/Group/Holding, we will be wholly responsible for the successful completion of work & delivery of services proposed to be rendered by the Bidder as Subsidiary/Associate/Group/Holding and abide by all terms and condition of this RFP as defined for bidder.

SIGNATURE OF THE AUTHORISED SIGNATORY

SEAL OF THE HOLDING/SUBSIDIARY COMPANY

*** The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably.*

The documentary proof for authorizing the signatory on behalf of the holding/ group/ subsidiary/Associate company in the form of Tender Specific Board Resolution of the company and power of attorney.

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

16.13 Annexure 13: Undertaking to form a Joint Venture by Consortium

(on letter head of Single bidder/lead bidder)

To,
General Manager/BD
RailTel Corporation of India Ltd.
Corporate Office
6th Floor, Office Block Tower-2,
NBCC Complex,
East Kidwai Nagar
New Delhi-110023
Sector-44, Gurgaon-122003

Dear Sir,

Ref: RFP no. RailTel/GTE/CO/Mktg-BD/2023-24/RFP/Noida DC/001 for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land dated 18-Jan-2024

Sub: Confirmation to form a JV in the event of allocation of work to the consortium

Over and above all our earlier conformations and submissions as per your requirements of the RFP, we, <Lead Bidder>, <party 2> and <party 3> confirm that in case, the work is allocated to our consortium, all members of the consortium would be entering into a JV as per the guidelines laid down by RailTel to carry out the work assigned.

Place:

Date:

Signature and Seal of Lead Bidder

Signature and Seal of Party2

Signature and Seal of Party 3

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of
Data Centre at RailTel's Noida Land

16.14 Annexure 14: Submission Check List

(on letter head of Single bidder/lead bidder)

Following table is an indicative submission checklist. The bidder has to ensure that the following components have been submitted as a part of the RFP submission process.

Failure to provide any of the documents as detailed below could lead to the disqualification of the bidder from the bid.

S.No.	Bid Component	Annexure	Yes/No
1	RFP Fee/EMD		
1.1	EMD	Yes- Payable Online	
1.2	RFP Participation Fee/Tender Fee	Yes- Payable Online	
2	Technical Bid		
2.1	Tender Offer Cover Letter	Annexure 2	
2.2	Bidder Profile (Single Bidder)	Annexure 3	
2.3	Lead Bidder and Consortium Details	Annexure 4	
2.4	Details of Lead Bidder and Consortium	Annexure 5	
2.5	Bid Undertaking Letter	Annexure 6	
2.6	Consortium Agreement (in case of consortium)*	Annexure 7	
2.7	Lead Bidder PAN/TAN Card	Yes	
2.8	Lead Bidder GSTIN certificate	Yes	
2.9	Certificate of Incorporation and MOA	Yes	
2.10	Commercial Compliance Certificate	Annexure 8	
2.11	Power of Attorney for Authorised Signatory (Single Bidder or all members of consortium individually)	Annexure 9	
2.12	Power of Attorney for lead bidder (in case of consortium)	Annexure 10	
2.13	Undertaking from Holding Company/ Subsidiary Along with Tender Specific Board Resolution and Power of Attorney	Annexure 12	

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of
Data Centre at RailTel's Noida Land

S.No.	Bid Component	Annexure	Yes/No
2.14	Undertaking to form a joint venture by consortium (in case of consortium)	Annexure 13	
2.15	Submission Checklist	Annexure 14	
2.16	Confirmation to Terms and Conditions	Annexure 15	
2.17	Confirmation to Eligibility Criteria	Annexure 16	
2.18	Past Experience Form	Annexure 17	
2.19	OEM's undertaking	Annexure 18	
2.20	Conflict of Interest	Annexure 19	
2.21	Technical Bill of Material	Annexure 20	
2.22	Compliance Statement	Annexure 21	
2.23	Integrity Pact	Annexure 22	
2.24	Form 2	Annexure 23	
2.25	Form 4	Annexure 24	
2.26	Non- Disclosure Agreement	Annexure 26	
2.27	Documents for Eligibility Criteria	Yes	
2.28	Detailed Technical Proposal	Yes	
2.29	Digitally signed copy of RFP (including all Corrigendums)	Yes	
2.30	Certificates related to Guidelines issued by MoF through OM no. F.7/10/2021-PPD dtd. 23.02.2023	Annexure 28	
3	(Commercial Bid)		
3.1	Commercial Bid	Annexure 1	

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

16.15 Annexure 15: Confirmation to Terms and Conditions

(on letter head of Single bidder/lead bidder)

To,
General Manager/BD
RailTel Corporation of India Ltd.
Corporate Office
6th Floor, Office Block Tower-2,
NBCC Complex,
East Kidwai Nagar
New Delhi-110023

Dear Sir,

Sub: RFP no. RailTel/GTE/CO/Mktg-BD/2023-24/RFP/Noida DC/001 for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land dated 18-Jan-2024

Further to our proposal dated dd/mm/2024, in response to the Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land dated 18-Jan-2024 (hereinafter referred to as "RFP") issued by RailTel Corporation of India Ltd., we hereby covenant, warrant and confirm as follows:

1. This is to certify that, the specifications of Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land dated 18-Jan-2024 as per RFP No. RailTel/CO/Mktg-BD/2023-24/RFP/Noida DC/001 which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the requirements of the bidding document and that there are no deviations of any kind from the requirement specifications.

1. We hereby agree to comply with all the terms and conditions/ stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original RFP documents issued by RailTel.

2. Also, I/ we have thoroughly read the RFP and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

3. I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Place:

Date:

Seal and signature of the bidder

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

16.16 Annexure 16: Confirmation of Eligibility Criteria

(on letter head of Single bidder/lead bidder)

To,
 General Manager/BD
 RailTel Corporation of India Ltd.
 Corporate Office
 6th Floor, Office Block Tower-2,
 NBCC Complex,
 East Kidwai Nagar
 New Delhi-110023

Dear Sir,

Sub: RailTel/GTE/CO/Mktg-BD/2023-24/RFP/Noida DC/001 for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land dated 18-Jan-2024.

Following table is the confirmation of eligibility criteria:

S. No.	Eligibility Criteria	Documents Required	Reference In Bid (Section/Page No.)
1	Legal Entity	<ul style="list-style-type: none"> 1. Companies incorporated under the Indian Companies Act 1956 or Companies Act 2013; 2. AIF or Foreign Investment Fund 3. A foreign company can also participate on standalone basis or as a member of a consortium. 4. Limited Liability Partnership (LLPs) 5. A Bidding Consortium – maximum 3 (three) entities (that may/may not have a foreign company); 	<ul style="list-style-type: none"> - Certificates of incorporation (all members in case of consortium) -Certificate of registration for the AIF, as issued by the Securities and Exchange Board of India (SEBI) under (Alternative Investment Funds) Regulations, 2012, as may be amended from time to time, as applicable

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

S. No.	Eligibility Criteria	Documents Required	Reference In Bid (Section/Page No.)
		- LLP agreement (in case of LLP)	
2	<p>Financial Capacity (Lead Bidder in case of consortium)</p>	<p>The Bidder shall have a minimum Net Worth* OR Available Capital for Investment (ACI#) of Rs. 200 Cr (Rupees Two hundred Crores only) at the close of the preceding financial year*</p> <p><i>* In case a Bidder has issued any fresh equity capital during the current financial year, the same shall be permitted to be added to the Bidder's Net Worth subject to the statutory auditor of the Bidder certifying to this effect.</i></p> <p><i>#In case a Bidder has received any fresh capital commitment available for the immediate deployment during the current financial year, the same shall be permitted to be added to the Bidder's ACI subject to the statutory auditor of the Bidder certifying to this effect.</i></p>	<p>Certificate from Statutory Auditor with UDIN number- : Certificate specifying the Net Worth/ACI of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this RFP.</p>
3	<p>Technical Capability- Project Experience (any consortium partners)</p>	<p>Bidder must have successfully completed or substantially completed at least the following: Establishing/Creation/Development and/or Operation and/or Maintenance of Data Centre for any customer or Self of the following sizeduring last 07 (seven) years,</p>	<p>Completion Certificates from the client; OR Work Order + Self Certificate of Completion</p>

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

S. No.	Eligibility Criteria	Documents Required	Reference In Bid (Section/Page No.)
	<p>ending last day of month previous to the one in which tender is invited:</p> <ul style="list-style-type: none"> • One DC project of not less than 18 MW . OR • Two DC projects of not less than 12 MW. OR • Three DC projects of not less than 9 MW 	<p>(Certified by the CA);</p> <p>OR</p> <p>Work Order + Phase Completion Certificate from the client</p> <p>OR</p> <p>Self-certification in case DC is established for internal use</p> <p><i>Substantially completed project- In case project is on-going a certificate from the Statutory Auditor duly mentioning reference of concerned Order has to be provided mentioning that 80% of Capex has been released OR Project should be successfully implemented and should be in the O & M Stage.</i></p>	

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

S. No.	Eligibility Criteria	Documents Required	Reference In Bid (Section/Page No.)
4	Non-Blacklisting (all consortium partners) None of the consortium partner/single bidder should be currently blacklisted by any of the PSUs/state or central ministries/Regulatory body/Government bodies	Notorised Affidavit in stamp paper from each of the consortium partners	

16.17 Annexure 17: Past Experience Form

(on letter head of Single bidder/lead bidder)

S No.	Name of the Customer	Brief Scope of work (specify the size of the client, the approaches supported etc.)	Attach reference Letter	Project Status (Completed)
1				
2				
3				
4				
5				
6				

Reference Site Details	
Particulars	Response
Name of the client organization	
Country of Operation	
Address of the Organization	
Date of commencement of Project	
Date of completion of Project	
Scope of Work for Solution	
Average Team size for the entire project (Please mention the names and roles of all the other third parties involved in case of consortium)	
Name of the contact person for reference	

Reference site detail needs to be submitted for each credential presented in the bid response document.

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

16.18 Annexure 18: OEM's Undertaking on letterhead for MAF, PROVEN FACILITY, BLACKLISTING, MALICIOUS CODE, IPR & RESTRICTION ON COMPANIES FROM LAND BORDER SHARING COUNTRIES WITH INDIA

Note: This authorization letter should be printed on the letterhead of all the original equipment manufacturer (OEM) and should be signed by a competent person having the power of attorney to bind the manufacturer. The MAF needs to be submitted by Passive and Active Components OEM's

RFP Reference No. RailTel/GTE/CO/Mktg-BD/2023-24/RFP/Noida DC/001
dd/mm/yy

Dated:

To,
General Manager/BD
RailTel Corporation of India Ltd.
Corporate Office
6th Floor, Office Block Tower-2,
NBCC Complex,
East Kidwai Nagar
New Delhi-110023

Sub: OEM Undertaking for RFP no. RailTel/GTE/CO/Mktg-BD/2023-24/RFP/Noida DC/001 for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land dated 18-Jan-2024.

Dear Sir,

Over and above all our earlier conformations and submissions as per your requirements of the RFP, we confirm that,

1. I/We, M/s....., are established and reputed manufacturer and service provider of (Product details), having our registered office at

We hereby authorize M/s (OEM Name), Office to participate in bid and subsequently upon award of the bid to execute the supply and Installation & Commissioning of our range of products against your above said bid.

I/We further extend our warranty for years and AMC for years for our range of products offered by M/s against the above-said bid.

2. I/We undertake/Certify that

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

"I/We have proven facilities at (Complete Address along with Pin Code) for Engineering, manufacture, assembly, integration, testing and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Logistic Supports for at least past three years in the country from where the proposed equipment are planned to be supplied."

"In case OEM is located outside India, we have training, repair and service center facilities in India at(Complete Address along with Pin Code) also."

3. I/We have not been black-listed or debarred currently by Central Govt./State Govt./CPSU in India or anywhere globally by Government for security reasons either in Individual capacity or as a member of partnership firm/LLP/JV/Society/Trust.
4. I/We Certify that,
 1. All proposed hardware and software components in scope of supplies when shipped by _____, does not contain embedded malicious code that would activate procedures to:-
 - a. Inhibit the desired and designed function of the equipment.
 - b. Cause physical damage to the user or equipment during the exploitation.
 - c. Tap information resident or transient in the equipment/networks.
 2. I/We, _____ will be considered to be in breach in case physical damage or malfunctioning is caused due to activation of any such malicious code in embedded software and thus be liable to repair, replace or refund the price of the infected software if reported (or, upon request, return) to the party supplying the software to Customer, if different than _____
 3. Security breach or damages to system, if any, so caused by any embedded malicious code or otherwise, due to the act of either OEM or bidder or both, the OEM as well as the bidder would be considered liable jointly or severally and shall be banned for conducting any business with RailTel. Also the present contract, may liable to be terminated by the purchaser.
5. I/We have read the clause regarding restrictions on procurement from a OEMs of a country which shares a land border with India; I certify that I/We is/are not from such a country or, if from such a country, has been registered with the Competent Authority, I/We hereby certify that I/We fulfils all requirements in this regard and is eligible to be considered.
6. I/We have offered Hardware and Software having End of Life (EOL) more than 10 years and End of Sale (EOS) more than 4 years from the date of opening of this RFP.
7. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Bidder:
 - a. Such Products as RailTel may opt to purchase from the Bidder, provided, that this option

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

- shall not relieve the Bidder of any warranty obligations under the Contract; and
- b. The OEM or authorized agency of the OEM to have service and repair facility in India directly/ Software suppliers should have their Technical Assistance Centre (TAC) present in India.
 - c. Guarantee to provide long term technical, service and maintenance support to the bidder that may be required during installation and commissioning of the equipment up to the maintenance period.
 - d. Guarantee to supply spares for a minimum period of twenty years for Data Centre project from the date of commissioning to entire section / works. Guarantee to assure the continued support including all updates/bug-fixes/patches/upgrades on the supplied for the above period.
 - e. The OEM or authorized agency of the OEM shall certify the installation of the equipment has been done correctly and installation fit for commissioning.

We duly authorize the said firm to act on our behalf in fulfilling all installations, technical support and maintenance obligations required by the contract.

We further certify that, in case the authorized distributor/ system integrator/ bidder is not able to meet its obligations as per contract during contract period, we, as the OEM, shall perform the said obligations with regard to their items through alternate & acceptable service provider.

We further certify that, in case the authorized distributor/ system integrator/ bidder is not able to meet its obligations as per contract during contract period, we, as the OEM, shall perform the said obligations with regard to their items through alternate & acceptable MSDCP/business associate.

Place:

Date: Seal and signature of the authorized representative of OEM

Name and Designation of the authorized representative of OEM

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

16.19 Annexure 19: Conflict of Interest

(on on non-judicial stamp paper)

RFP Reference No. RailTel/GTE/CO/Mktg-BD/2023-24/RFP/Noida DC/001
dd/mm/yy

Dated:

To,
General Manager/BD
RailTel Corporation of India Ltd.
Corporate Office
6th Floor, Office Block Tower-2,
NBCC Complex,
East Kidwai Nagar
New Delhi-110023

Dear Sir,

Sub: RFP no. RailTel/GTE/CO/Mktg-BD/2023-24/RFP/Noida DC/001 to Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land dated 18-Jan-2024.

I/We do hereby undertake and solemnly declare that there is absence of, any, actual or potential conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with RailTel.

I/We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold RailTel harmless against all claims, losses, damages, costs, expenses, including but not limited to expenses incurred on fees of legal advisors and fees of other professionals, by RailTel and/or its representatives, if any such conflict arises later.

Place:

Date:

Seal and signature of the bidder

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of
Data Centre at RailTel's Noida Land

16.20 Annexure 20: Technical Bill of Material

(on letter head of Single bidder/lead bidder)

This annexure needs to be submitted. All the software and hardware offered as part of the solution shall form the part of the Technical Bill of Material (Covering atleast 80% of cost of project). Add rows wherever required.

16.20.1 Software

Sl. No.	Particulars	OEM	Make/Model	Latest Version and Proposed Version	Licensing Model	Reference
1						
2						
3						
4						
	...					

16.20.2 Hardware and Passive Components

Sl. No	Particulars	OEM	Make/Model	Reference
1	Server			
2	Storage			
3				
4				
5				
6				
7				
8	<i>Any other (Please mention)</i>			
9	<i>Any other (Please mention)</i>			
	...			
	...			

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

16.21 Annexure 21: Compliance Statement

(on letter head of Single bidder/lead bidder)

RFP Reference No. RailTel/GTE/CO/Mktg-BD/2023-24/RFP/Noida DC/001

Dated: dd/mm/yyyy

To,
General Manager/BD
RailTel Corporation of India Ltd.
Corporate Office
6th Floor, Office Block Tower-2,
NBCC Complex,
East Kidwai Nagar
New Delhi-110023

Dear Sir,

Sub: RFP no. RailTel/GTE/CO/Mktg-BD/2023-24/RFP/Noida DC/001 for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land dated 18-Jan-2024.

1. We _____ (name of the company) hereby confirm having submitted our bid for participating in RailTel's RFP dated _____ for _____.
2. We also confirm having read the terms of RFP as well as the Business Rules relating to the Auction for this RFP process.
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by RailTel Corporation of India Ltd. in the RFP document including all annexures and the Business Rules for Auction.
4. We shall participate in the on-line auction conducted by RailTel or through a service provider appointed by RailTel (Auctioneer Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auctioneer company.
5. We, hereby confirm that we will honor the Bids placed by us during the auction process, failing which we shall forfeit the Earnest Money Deposit. We also understand that RailTel may debar us from participating in future tenders.
6. We confirm having nominated Mr. _____, designated as _____ of our company to participate in the Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Auction.
7. We accordingly authorize RailTel and/ or the auction-company to issue user ID and password to the above named official of the company.
8. Both RailTel and the auction company shall contact the above named official for any and all matters relating to the Auction.
9. We, hereby confirm that we will honor the Bids placed by Mr. _____ on behalf of the company in the auction process, failing which we will forfeit the EMD. We agree and understand that RailTel may debar us from participating in future tenders for any such failure on our part.
10. We undertake to submit the confirmation of last bid price by us to the auction company/RailTel within 48 working hours of the completion of event. We also undertake to submit the Bill of Materials for the HCO (Highest Commercial Offer) in terms of RFP.

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Name of Authorized Representative:

Signature of Authorized Representative:

Verified above signature

Place:

Date:

Seal and signature of the bidder

16.22 Annexure 22 – PROFORMA FOR SIGNING THE INTEGRITY PACT

(Stamp Paper)

PROFORMA FOR SIGNING THE INTEGRITY PACT

RailTel Corporation of India Limited, hereinafter referred to as “The Principal”.

And

....., hereinafter referred to as “The Bidder/ Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s). In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s) / Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

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- a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure A.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process & exclude him from future business dealings as per the existing provisions of GFR,2017,PC ACT 1988) or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings" and any other Financial Rules/Guidelines applicable to the Principal. Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B".

Section 4: Compensation for Damages

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1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to be terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6: Equal treatment of all Bidders / Contractors/Subcontractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a signed commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal Contractor shall take the responsibility of the adoption of IP by the subcontractors. It is to be ensured that all sub-contractors also sign the IP.
3. In case of a Joint Venture, all the partners of the Joint Venture should sign the Integrity pact.
4. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation by Bidder(s) / Contractor(s) / Sub contractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact as nominated by the Central Vigilance Commission (CVC) Government of India, from the panel of IEMs maintained by it. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.

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3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor.
4. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

Note : However, the documents /records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

6. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The advice of the IEM panel is restricted to resolving issues raised by a bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders.

7. The panel of IEMs are expected to submit a joint written report to the CMD, RailTel within 30 days from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. Monitor shall be entitled to compensation on the same terms as being extended to/ provided to Independent Directors on the RailTel Board.
9. The IEMs would examine all complaints received by them and give their recommendations/views to the CMD, RailTel at the earliest. They may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious issue having a specific, verifiable vigilance angle, the matter should be reported directly to the Chief Vigilance Commission.
10. The word 'Monitor' would include both singular and plural.
11. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract. However, not more than five meetings shall be held for a particular dispute

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resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

Section 9: Pact Duration

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the completion of contract. After award of work, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. However, the IEMs may suggest systemic improvements to the management of the organization concerned, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of RailTel.

Section 10: Other Provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. The parties signing the IP shall not approach the Courts while representing the matters to the IEMs and he/she will await the decision in the matter.
6. Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.
7. The Integrity pact shall be deemed to form a part of contract and parties shall be bound by it's provision.
8. Issues like warranty/guarantee etc. should be outside the purview of IEMs.

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(For & on behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____

Date _____

Witness 1: (Name & Address)

Witness 1: (Name & Address)

Annexure-A

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with RailTel Units shall apply for registration in the prescribed Application -Form.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ retainer-ship being paid by the principal to the agent before the placement of order by RailTel.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

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2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by RAILTEL in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission /remuneration included in the price(s) quoted by the tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by RAILTEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by RAILTEL. Besides this there would be a penalty of banning business dealings with RAILTEL or damage or payment of a named sum.

* * * * *

GUIDELINES ON BANNING OF BUSINESS DEALINGS

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5	Suspension of Business Dealings
6	Ground on which Banning of Business Dealings can be initiated
7	Banning of Business Dealings
8	Removal from List of approved Agencies-Suppliers/ Contractors etc.
9	Procedure for issuing Show-cause Notice
10	Appeal against the Decision of the Competent Authority
11	Review of the Decision by the Competent Authority
12	Circulation of the names of Agencies with whom Business Dealings have been banned

1.1 RailTel Corporation of India Ltd (RAILTEL), being a Public Sector Enterprise, under the administrative control of the Ministry of Railways and therefore being an authority deemed to be 'the state' within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. RAILTEL has also to safeguard its commercial interests. RAILTEL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of RAILTEL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on RAILTEL to observe principles of natural justice before banning the business dealings with any Agency.

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1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1 The General Conditions of Contract (GCC) of RAILTEL generally provide that RAILTEL reserves its rights to remove from list of approved suppliers/ contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.

2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies/ customers/ buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

2.3 However, absence of such a clause does not in any way restrict the right of Company (RAILTEL) to take action / decision under these guidelines in appropriate cases.

2.4 The procedure of (i) Removal of Agency from the List of approved suppliers/ contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.5 These guidelines apply to Corporate Office, all Regions and Subsidiaries of RAILTEL.

2.6 It is clarified that these guidelines do not deal with the decision of the Management to avoid entertaining any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

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- i) 'Party / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.
- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
- a) If one is a subsidiary of the other;
 - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
- a) For Company (entire RAILTEL) wide Banning: The Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, RAILTEL shall be the 'Appellate Authority' in respect of such cases except banning of business dealings with Foreign Suppliers of imported items.
 - b) For banning of business dealings with Foreign Suppliers of imported items, RAILTEL Directors Committee (RDC) shall be the 'Competent Authority'. The Appeal against the Order passed by RDC, shall lie with CMD, as First Appellate Authority.
 - c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach Railway Board as Second Appellate Authority.
 - d) For RailTel Regions only: Any officer not below the rank of General Manager appointed or nominated by the Executive Director of concerned Region shall be the 'Competent Authority' for the purpose of these guidelines. The Executive Director of the concerned Region shall be the 'Appellate Authority' in all such cases.
 - e) For Corporate Office only: For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Concerned Group General Manager / General Manager shall be the 'Competent Authority' and concerned Director shall be the 'Appellate Authority'.
 - f) CMD, RAILTEL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

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iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

v) 'List of approved Agencies - Parties / Contractors / Suppliers/ Purchaser/ Customers' shall mean and include list of approved /registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers, etc.

4. Initiation of Banning / Suspension

Action for banning / suspension of business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Region / Unit/ Corporate Office may also be competent to initiate such action.

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with RAILTEL is under investigation by any department (except Foreign Suppliers of imported items), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all the departmental heads within the unit/ region/ Corporate Office as the case may be. During the period of suspension, no business dealing may be held with the agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

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5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of RAILTEL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), RAILTEL Corporate Office alongwith the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the units/ regions of RAILTEL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the units/ Regions / Corporate Office by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency and all concerned. Such an order would operate for a period of six months from the date of issue.

5.5 for suspension of business dealings with Foreign Suppliers of imported items, following shall be the procedure:

i) Suspension of the foreign suppliers shall apply throughout the Company/ Regions including Subsidiaries.

ii) Based on the complaint forwarded by ED / GGM / GM or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of RAILTEL to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director / GGM / GM, to place it before a Committee consisting of the following:

1. ED / GGM/ GM (viz. Representative of Corporate Finance).
2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
3. ED / GGM/ GM (to be nominated on case to case basis).
4. ED / GGM/ GM ((viz. Representative of Corporate Law).

The committee shall expeditiously examine the report and give its comments / recommendations within twenty one days of receipt of the reference by ED/ GGM/ GM.

iii) The comments / recommendations of the Committee shall then be placed by ED/GGM/GM, before RAILTEL Directors' Committee (RDC) constituted for import of items. If RDC opines that it is a fit case for suspension, RDC may pass necessary orders which shall be communicated to the foreign supplier by the ED/GGM/GM.

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5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or RAILTEL, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

6.4 If the Agency continuously refuses to return / refund the dues of RAILTEL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;

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6.8 If the Agency uses intimidation/ threatening or brings undue outside pressure on the Company (RAILTEL) or its official in acceptance/ performances of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (RAILTEL) or not;

6.11 Based on the findings of title investigation report of CBI / Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Company (RAILTEL) or even otherwise;

6.12 Established litigant nature of the Agency to derive undue benefit;

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the Company (RAILTEL), forcefully occupies tampers or damages the Company's properties including land, water resources, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company including subsidiaries. However, the Competent Authority of the Region/ Unit except Corporate Office can impose such ban Region-wise only if in the particular case banning of business dealings by respective Region/ Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct/ default to beyond the Region/ Unit. Any ban imposed by Corporate Office shall be applicable across all Regions/ Units of the Company including Subsidiaries.

7.2 For Company-wide banning, the proposal should be sent by ED of the Region/ Unit to the CVO/RailTel setting out the facts of the case and the justification of the action proposed alongwith all the

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relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported items.

The Corporate Vigilance shall process the proposal of the concerned Region/ Unit for a prima-facie view in the matter by the Competent Authority nominated for Company-wide banning.

The CVO shall get feedback about that agency from all other Regions/ Units. Based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority.

If the prima-facie decision for Company-wide banning has been taken, the Corporate Vigilance shall issue a show-cause notice to the agency conveying why it should not be banned throughout RAILTEL.

After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the competent Authority.

7.3 There will be a Standing Committee in each Region/ Unit to be appointed by Chief Executive Officer for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers. However, for procurement of items/ award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager/ Dy. General Manager each from Operations, Finance, Law & Project. Member from Project shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- i) To study the report of the investigating Agency and decide if a prima-facie case for Company-wide / Region wise banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show- cause notice may be issued to the Agency and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported items.

- i) Banning of the agencies, shall apply throughout the Company including subsidiaries.

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ii) Based on the complaint forwarded by Executive Director or received directly by Corporate Vigilance, an investigation shall be carried out by Corporate Vigilance. After investigation, depending upon the gravity of the misconduct, Corporate Vigilance may send their report to Executive Director/ GGM/ GM, to be placed before a Committee consisting of the following:

1. ED / GGM/ GM (viz. Representative of Corporate Finance).
2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
3. ED / GGM/ GM (to be nominated on case to case basis).
4. ED / GGM/ GM ((viz. Representative of Corporate Law).

The Committee shall examine the report and give its comments/ recommendations within 21 days of receipt of the reference by ED.

iii) The comments/recommendations of the Committee shall be placed by ED/ GGM/ GM before RAILTEL Directors' Committee (RDC) constituted for import of foreign items. If RDC opines that it is a fit case for initiating banning action, it will direct ED/ GGM/ GM to issue show-cause notice to the agency for replying within a reasonable period.

iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED to RDC for consideration & decision.

v) The decision of the RDC shall be communicated to the agency by ED/GGM/GM concerned.

8. Removal from List of Approved Agencies – Suppliers/ Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE (Limited Tender Enquiry) may not be given to the Agency concerned.

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8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

9.2 If the Agency requests for inspection of any relevant document in possession of RAILTEL, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass all appropriate speaking order:

- a) For exonerating the Agency if the charges are not established.
- b) For removing the Agency from the list of approved Suppliers/ Contactors, etc.
- c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

10.1 The agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

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Any petition / application filed by the Agency concerning the review of the banning order passed originally by Chief Executive / Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Chief Executive / Competent Authority upon disclosure of new facts

/ circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

12. Circulation of the names of Agencies with whom Business Dealings have been banned

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise requests for more information about the Agency with whom business dealings have been banned, a copy of the report of the Inquiring authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, RAILTEL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its interconnected Agencies.

12.4 Based on the above, Regions / Units may formulate their own procedure for implementation of the guidelines.

16.23 Annexure 23: Form 2

Form No. 2

PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE

(On Stamp Paper of Rs. One hundred)

The GM/BD,

RailTel Corporation of India Limited

I / We hereby guarantee that the design on the basis of which we have submitted our RFP no. for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land has been carefully made to conform to the end objectives in the RFP documents and to technical specification therein. We further guarantee that in the event of the performance of the system, when installed, not complying with the end objectives or with the specifications contained in the RFP documents, we shall provide further inputs to enable the RailTel to realize the end objectives contained in these documents without any additional payment for any additional equipment which may be required in this regard. We further guarantee that all the expenses for providing the additional inputs under the System Guarantee will be borne by us. We further guarantee that these additional inputs will be provided by us to make the system workable within 1 month from the date on which this guarantee is invoked by the Purchaser. The guarantee is valid for a period of one year from the date of commissioning of the system.

(Signature of Firm's Authorized Officer)

Seal

Signature of witness:

1.

2.

16.24 Annexure 24: Form 4

Form No. 4

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The paper has to be in the name of the tenderer) **

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s _____(hereinafter called the tenderer) for the purpose of the RFP documents for the work of _____ as per the RFP No. _____ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the RFP and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the RFP documents from RailTel website www.railtel.in / RailTel E-nivida portal. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the RFP document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.

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7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the tenderer)** _____ and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

I/We above named tender do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

**The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.

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16.25 Annexure 25: Agreement Format

**CONTRACT AGREEMENT OF SERVICES
RailTel Corporation of India Ltd**

Contract Agreement No. _____

Dated _____

ARTICLES OF AGREEMENT made this day of20..... between RailTel Corporation of India Ltd hereafter called the “RailTel” of the one part and _____ herein after called the “Managed Service Data Centre Partner- MSDCP” of other part.

WHEREAS the DC Partner has agreed with the RailTel for performance of the Work & services for Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel’s Noida Land, in the Schedule (Enclosed) hereto description of which is set forth AND WHEREAS the performance of the said works is an act in which the public are interested.

Now THIS INDENTURE WITNESSETH that in consideration of permission for development, & operations of Data Centre at RailTel’s Noida land as given by RailTel, the MSDCP will duly perform the said Services as per the payment and implementation and operation schedule as per LoA no. _____ and the RFP No. RailTel/GTE/CO/Mktg-BD/2023-24/RFP/Noida DC/001 dtd. 18.Jan.2024 and subsequent Corrigendums and shall execute the same with great promptness, care and accuracy to the satisfaction of the RailTel and will complete the same in accordance with the said specifications and said drawings and said terms & conditions on or before the _____day of ____20_____ and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein).

(Signature).....
For MSDCP.....

Signature
RailTel (Designation)
(For RailTel Corporation of India Ltd)

Address.....

Address

Date.....

Date

Schedule (as per):

- 1. LOA
- 2. RFP & Corrigenda(if any)
- 3. Bid offer documents.

16.26 Annexure 26: Non- Disclosure Agreement

Form 19 – Non Disclosure Agreement

NON-DISCLOSURE AGREEMENT

WHEREAS, we the undersigned Bidder, _____, having our principal place of business/ registered office at _____, are desirous of bidding for RFP No. RailTel/GTE/CO/Mktg-BD/2023-24/RFP/Noida DC/001 dated 18-Jan-2024 covering “Request for Proposal (‘RFP’) for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel’s Noida Land” (hereinafter called the said 'RFP') to the General Manager/BD, RailTel Corporation of India Ltd., Corporate office, 6th Floor, Plate-A, Office Block-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 hereinafter referred to as ‘Purchaser’ and,

WHEREAS, the Bidder is aware and confirms that the Purchaser’s business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Purchaser’s grant to the Bidder of specific access to Purchaser’s confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Agreement (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal (“to be confirmed in writing within fifteen days of such verbal disclosure.) or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser.

2. Confidential Information does not include information which:

- a. The Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- b. Information in the public domain as a matter of law;
- c. Is obtained by the Bidder from a third party without any obligation of confidentiality;
- d. The Bidder is required to disclose by order of a competent court or regulatory authority;
- e. Is released from confidentiality with the written consent of the Purchaser.

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The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Bidding process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:

- a. To maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
- b. To only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
- c. To restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- d. To treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.

4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Bidding process or thereafter may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.

6. The Bidder agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Bidding process and/or termination of the contract or at any time during its currency, at

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the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Bidder shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.

8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(BIDDER)

Authorised Signatory

Office Seal:

Name:

Place:

Designation:

Date :

Note: The Bidder and shall execute a Non Disclosure Agreement (NDA) as per above format, in favour of the Purchaser before signing of the contract

16.27 Annexure 27: Performance Bank Guarantee Format

(To be stamped in accordance with stamp act)

(To be used by approved Indian scheduled commercial banks)

1. In consideration of the RailTel Corporation Of India Ltd, Corporate Office, 6th Floor, Office Block Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 (Hereinafter called " the RailTel") having agreed to exempt(hereinafter called " the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No. dated made between and For (hereinafter called "the said Agreement") of total cost of ownership for the due fulfilment by the said contractor) s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We, (indicate the name of the Bank) hereinafter referred to as "the Bank") at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, Bank and our local branch at New Delhi (indicate detailed address of local New Delhi branch with code no.) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

4. The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

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

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Guarantee is made on us in writing on or before the (1) We shall be discharged from all liability under this Guarantee thereafter.

6. We, (Indicate the name of Bank) Further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

8. We, the Bank further agree that this guarantee shall be invokable at our place if business at...../New Delhi (indicate detailed address of local New Delhi branch with Code no.). The branch at New Delhi is being advised accordingly.

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

Dated the day of 2024
for

(indicate the name of the Bank)

Witness

1. Signature

Name

2. Signature

Name

16.28 Annexure 28: Certificates related to Guidelines issued by Ministry of Finance through OM no. F.7/10/2021-PPD dated 23.02.2023

- i) Certificate to be provided by Tenderer/OEMs on their letter heads:

“I have read the clause regarding restrictions on procurement from a bidder/OEMs of a country which shares a land border with India; I certify that this bidder/OEM is not from such a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder/OEM fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

- ii) Certificate for Tenderer for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder/OEM of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder/OEM is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder/OEM fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]”.

16.29 Annexure 29: UP State Data Centre Policy

To establish UP as preferred investment destination for Data Centre industry, Government of UP has provided various incentives through its Data Centre Policy. The Policy aims to build a conducive policy environment for the Data Centre industry to flourish in state. The policy can be downloaded from: https://invest.up.gov.in/wp-content/uploads/2022/11/DC-Policy-2021_091122.pdf

Data Centre Unit Definition- A Data Center Unit (> 2MW and <40MW capacity) is a dedicated secure space within a building / centralized location where computing and networking equipment is concentrated for the purpose of collecting, storing, processing, distributing, or allowing access to large amounts of data.

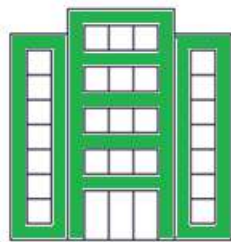
Few Highlights/Incentives of Policy. (Refer detailed policy for more details):

Non- Financial Incentives	Electricity & Other Support
<ul style="list-style-type: none"> • Floor Area Ratio: 3.0 + 1.0 (Purchasable) FAR. Basement parking, storage and space used for DG sets installation will not considered as part of FAR. Service FAR-40% to provide for extra space required for installation of DG sets. Ground coverage: Up to 60% ground coverage shall be allowed to the DC Parks/Units. • Partial completion: Data Center Parks shall be eligible to get partial completion certificate from the concerned Authority for the purposes of occupancy and putting it to commercial use without fulfilling the minimum completion norms. • Floor to ceiling height (One Floor): There will be no restriction on floor to ceiling height subject to there being no mezzanine floor, and compliance with overall height regulations and suitable structural and fire safety regulations. • Mission Critical Infrastructure-The DC Industry in the state shall be classified under Essential Services and Maintenance Act (ESMA) as an essential service provider. • 24X7 uninterrupted water supply to the data center units • Others-Installation of chillers on the rooftop, 	<ul style="list-style-type: none"> • Electric Supply: • Dual-grid lines power supply. 24X7 Power Supply • Open Access-Purchase power from open market • Cross Subsidy Surcharge(CSS) Visibility-Down to 20% in 5 years of operation. • Preference in Public Procurement-DC units registered under this policy shall be eligible to get preference in public procurement of cloud storage by Government Departments and its agencies at most competitive rates. • Three shift operations: 24X7 operations permitted and employment of women in all three shifts, subject to necessary precautions w.r.t. safety & security of women employees • Self Certifications: Exemptions from inspections under following Acts and Rules e.g. The Factories Act, The Maternity Benefit Act, The Shops & Establishments Act, The Contract Labour (Regulation & Abolition) Act, The Payment of Wages Act, The Minimum Wages Act, The Employment Exchanges (Compulsory Notification of Vacancies) Act

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Non- Financial Incentives	Electricity & Other Support
Multi-level DG Stacking etc	

Request for Proposal for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land



Data centres



रेलटेल
RAILTEL

212

RFP No. RailTel/GTE/CO/Mktg-BD/2023-24/RFP/Noida DC/001