

RailTel Corporation of India Ltd

(A Mini Ratna PSU under Ministry of Railways)



NOTICE INVITING EXPRESSION OF INTEREST (EOI),

EOI No. : RailTel/EoI/NR/Mktg/2021-22/Cloud-Services/03

Dated 09th Mar 2022

Expression of Interest (EOI) for Rate Contract and **Selection of Partner to provide Dedicated Cloud Services to Customer of RailTel Corporation of India Ltd.**

Issued by:

RailTel Corporation of India Ltd

(A Mini-Ratna PSU under Ministry of Railways)

Chandigarh Office,

Railway Telephone Exchange,

Railway Station, Chandigarh - 160102,

<https://www.railtelindia.com>

Disclaimer

RailTel Corporation of India Ltd. (herein after called the RailTel) has prepared this Expression of Interest (EOI) document solely to assist prospective bidders in making their decision of whether or not to bid.

While the RailTel has taken due care in the preparation of information contained herein and believes it to be accurate, neither the RailTel or any of its Authorities or Agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. This information is not intended to be exhaustive and interested parties are required to make their own inquiries and do site visits that it may require in order to submit the EOI. The information is provided on the basis that it is non-binding on RailTel, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. The RailTel reserves the right not to proceed with the bidding/EOI process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the EOI further with any party submitting an EOI. No reimbursement of cost of any type will be paid to persons or entities submitting the EOI.

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SCHEDULE OF EVENTS

1	EOI Document Availability	EOI document can be downloaded from website http://www.railtelindia.com or https://railtel.enivida.com from 09-03-2022 onwards till last date of submission of the EOI.
2	Cost of the EOI Document	NIL
3	Tender Est. Value	Rs. 9,90,31,217/-
4	Earnest Money Deposit (EMD) to be submitted along with EOI [rounded off to nearest Higher Rs.10(Ten)]	@ 2% of the estimated value of the tender subject to Max. Rs.20 Lakh. which comes out to be (rounded to next multiple of 10):- Rs. 19,80,630/- (Rupees Nineteen Lakhs Eighty Thousand Six Hundred and Thirty Only) by way of digital transaction at railtel.enivida.com portal.
5	Last date for requesting clarifications (Optional)	Up to 1100 Hrs on 14-03-2022 All communications regarding queries, if any, requiring clarifications shall be sent through email only to the following official: Name: Sh. Satkar Sandhu Designation: AGM Contact: 9779244116 Email: satkarsandhu@railtelindia.com Name: Sh. Ankur Mehta Designation.: Sr. Manager Contact: 9004444147 Email: ankur.mehta@railtelindia.com
6	Pre-bid Meeting (Through Web Video Conferencing Only)	At 1530 Hrs on 14.03.2022
7	Last date of submission of response to EOI	1500 Hrs on 17.03.2022
8	Date & Time of Opening of EOI	1530 Hrs on 17.03.2022
9	Mode of Submission of Bid	E-Bid submission only at https://railtel.enivida.com

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

1. About RailTel

RailTel Corporation of India Ltd (RailTel) is one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optic fibre network on exclusive Right of Way (ROW) along Railway track. The OFC network presently reaches to over 4500 towns & cities of the country including several rural areas. With its Pan India high capacity network, RailTel is working towards creating a knowledge society at various fronts. The portfolio of services provided by RailTel includes Data Centre & DR services, Tele-presence as a service, NLD services, IP-1 services, Internet and Broadband services on a pan-India basis.

Equipped with an ISO 9001, 20000-1:2011 & 27000 certification, RailTel offers a wide gamut of managed telecom services to Indian Telecom market including Managed lease lines, Tower colocation, MPLS based IP-VPN, Internet, Data Centre services, NGN based voice carriage services to Telecom Operators, Dark fibre leasing to MSOs/LCOs. The major customer segment for RailTel comprises of Enterprises, Banks, Government Institutions/Department, Educational Institutions/Universities, Telecom Service Providers, Internet Service Providers, MSOs, etc. RailTel being a "Mini Ratna (Category-I)" PSU is steaming ahead in the enterprise segment with the launch of various services coupled with capacity augmentation in its Core network.

2. Background of EOI

RailTel Corporation of India Ltd (hereafter referred to as 'RailTel') an ICT arm of Indian Railways has been in the forefront of building innovative platforms and solutions and vision to build range of Information and Communication Technology (ICT) Services served from its Tier-3 Data Centre located at Gurugram (Haryana) and Secundrabad (Telangana).

In this regard one of the 'Customer of RailTel' (hereafter referred to as 'CoR') intends to take 'Dedicated Cloud' services from the Data Centre of RailTel. The CoR is running various projects and want a separate and Dedicated Cloud solution for each of its project. However, CoR may also desire a Single Dedicated Cloud for its 02 or more projects, as per its requirement. The CoR also requires a Single Point of Contact to provide 'Platform as a Service (PaaS)' in Dedicated Cloud(s).

In view of above, RailTel intends to select a partner i.e. successful bidder by entering into a rate contract, to provide the Dedicated Cloud services to CoR in collaboration.

3. Scope of Work

3.1. In order to cater the need of CoR, RailTel will provide the required number of Standard 42U Telecom Rack(s) in a Tier-3 Data Centre environment at Gurugram or Secundrabad and power supply i.e. upto 05 KVA per Telecom Rack to successful bidder, at chargeable basis (Annexure 05).

3.2. Successful Bidder needs to bring in all the required Hardware and Software to provide PaaS in Dedicated Cloud(s) to CoR. The PaaS includes but not limited to Provisioning and Management of Virtual Compute and Storage Resources, Operating System (OS) Licensing and Management, Virtualization Licensing and Management, Storage Management, Anti-Virus Licensing and Management, Database (DB) Licensing and Management, Backup Storage and Backup Management of all CoR's data, Network Components Management etc. Bidder should design the Dedicated Cloud(s) with underlying Hardware and Software in a manner to provide a guaranteed uptime [Service Level Agreement (SLA)] of 99.5% on Monthly Basis to the hosted Application / Data of CoR. Any penalty / penalties levied by CoR on RailTel, due to deviation from uptime (SLA) parameters attributable to bidder, will be imposed back to back on bidder by RailTel.

3.3. The Cloud so provisioned by bidder should be in compliance of standards with latest version of: ISO 27001, ISO/IEC 27017, ISO 27018, ISO 20000-9 and PCI DSS. In case of requirement cited by CoR and accordingly communicated by RailTel, certificates for above mentioned standards may be procured and produced by Bidder at no cost to RailTel, for sharing with CoR. The certificates should be in the name of 'RailTel Corporation of India Ltd.' only.

3.4. In case of requirement cited by CoR and accordingly communicated by RailTel, the Bidder shall conduct vulnerability and penetration test from Indian Computer Emergency Response Team (CERT-In) empanelled third-party agency, at no cost to RailTel, on the provisioned Cloud facility and reports should be shared with RailTel for onward submission to CoR. The Bidder needs to update the system in response to the findings in the report, without any additional cost to RailTel. The report should be in the name of 'RailTel Corporation of India Ltd.' only.

3.5. The Cloud so provisioned shall comply or meet any security requirements published by Ministry of Electronics & Information Technology (MeitY), Govt. of India or any standard body setup / recognized by Government of India from time to time. The bidder should also be in compliance of the same while carrying out the operations on behalf of RailTel for CoR.

3.6. The Cloud so provisioned shall meet all the security requirements indicated in the IT Act 2000 and shall comply to audit criteria defined by Standardisation Testing and Quality Control (STQC) in this regard. The bidder should also observe compliance of same while carrying out the operations on behalf of RailTel for CoR.

3.7. Bidder on the basis of requirement as mentioned at Annexure-5 of this EOI, must cite the number of Telecom Racks required for hosting the hardware components. Successful Bidder needs to do Intra-Rack and Inter-Rack cabling for the racks provided by RailTel for hosting the hardware, at no cost to RailTel. It is again submitted that maximum of 05 KVA power supply can be provided per Telecom Rack.

3.8. Bidder should also cite the number of seating space required for the manpower deployed by bidder for Operations and Maintenance (O&M) of the hardware / software deployed at RailTel Data Centre. In any case, minimum One (01) Seat have to be deployed by the Successful Bidder with Human Resource on 24x7 basis. All obligations of the labour laws related to the manpower(s) deployed by the Successful Bidder has to be observed and complied by the Successful bidder itself. However, RailTel will provide the required seating space to the manpower deployed at Data Centre of RailTel on chargeable basis. Successful Bidder shall depute qualified and experienced personnel as per self-assessment, to perform the operational activities under the contract. Bidder is advised to perform proper and adequate background verification check, including qualification, experience and police verification, of all the bidder's personnel before their involvement in the project, and irrespective of their deployment location i.e. at RailTel Data Centre (onsite) or Off-site location e.g. Bidder's office location(s), bidder personnel working from home etc., RailTel or the person(s) nominated by RailTel would have all rights to take 'Work Report' from the Bidder's personnel involved in the PaaS operations related activities (both onsite and offsite) of the contract at any time during the contract.

3.9. RailTel's Next Generation Firewall on Shared basis and Payment basis, can also be used by the successful bidder on mutual agreement and if required by successful bidder. It will be the responsibility of the bidder to satisfy itself regarding compatibility of RailTel's Firewall with proposed hardware / software deployed for CoR's Dedicated Cloud. It is again mentioned that utilization of RailTel's Firewall by Successful bidder is totally Optional and Successful bidder can bring its own Firewall(s). In case bidder wants to use RailTel's Firewall, bidder needs to cite the 'Number of Ports' and 'Corresponding Throughput' required.

3.10. There will be no ownership of RailTel on the hardware / software deployed by the successful bidder at RailTel's Data Centre and successful bidder will be responsible for the operation and maintenance of the same. After the completion / termination of the contract and fulfilment of 'Exit Management (Clause 35 of this EOI)' process, the bidder needs to retain the hardware from RailTel Data Centre. However, if need arises, RailTel can take ownership of all or

some of the hardware / software on mutual agreement in writing, at no cost to RailTel and bidder has to ensure seamless support from Original Equipment Manufacturer (OEM) to RailTel, for the software / hardware whose ownership is taken by RailTel.

3.11. Successful bidder will also establish a helpdesk system in consultation with RailTel to raise, track and answer the trouble tickets of CoR. Successful bidder will enable a system to generate NMS Reports, Downtime Reports, Helpdesk Reports as and when required by RailTel.

3.12. The required Internet / MPLS-VPN / Point-to-Point Lease Line connectivity for CoR will be arranged by RailTel as per the mutual commercial understanding between RailTel and CoR.

3.13. Currently CoR requires 'Dedicated Cloud Services' from RailTel Data Centre. In case CoR desires to have 'Data Recovery (DR)' services, same is to be provisioned as per mutually agreed technical terms between RailTel and CoR and further communicated to bidder by RailTel. The 'Per Unit' price schedule in this case, will remain same, as quoted by bidder in the commercial bid i.e. Annexure-2. Further, in case of DR services taken by CoR, bidder needs to conduct DR Drill, as and when desired by CoR and communicated by RailTel to bidder. The DR operations should also have compliance at par with DC operations, as mentioned in the sub-clauses of Clause No. 3 above. In case DC operations of CoR are running from RailTel/Gurugram Data Centre then for DR operations of CoR, RailTel/Secundrabad Data Centre will be utilized.

3.14 The DC-DR replication services shall be provided and managed by the selected vendor in the same cost and no extra charges shall be paid by RailTel to the selected bidder for DC-DR replication services. 100 Mbps (1:1) WAN link between DC to DR shall be provided free of cost by RailTel to selected bidder for such services. In case DC-DR replications services are not required, 100 Mbps(1:1) WAN link shall not be provided to the selected bidder.

4. Qualification for Participation/Eligibility Criteria (Technical & Financial)

4.1. The bidder should be an Empanelled Partner with RailTel on the date of bid submission. Copy of RailTel's Empanelment Letter and copy of PBG submitted for empanelment is to be submitted in this regard. Also, the PBG related to the empanelment should have minimum validity of 90 days from the last date of submission of bids.

4.2. The cumulative turnover of the bidder should be atleast ₹ 14.85 Crores in the last three Financial Years i.e. FY 2018-19, FY 2019-20 & FY 2020-21. Copy of Audited Balance Sheet should be submitted in this regard.

4.3. The bidder should have successfully completed any of the following during last 07(seven) years, ending last day of month previous to the one in which EoI is invited:

- at least One (01) similar Work each costing not less than the amount equal to 60% of advertised value of the EoI, Or

- at least Two (02) similar Works each costing not less than the amount equal to 40% of advertised value of the EoI, Or

- at least Three (03) similar Works each costing not less than the amount equal to 30% of advertised value of the EoI.

Copy of Work Order & Work/Service Commissioning Certificate issued by Work Awarding Organization is to be submitted in this regard. Also, Contact Details of concerned person i.e. Name / Designation / Contact Number / Official Email ID, of the Work Awarding Organization needs to be mentioned. Work/Service of 'Supply, Installation, Testing & Commissioning' OR 'Operations & Maintenance' OR 'Supply, Installation, Testing, Commissioning, Operations & Maintenance' of – Server, Storage, Operating System, Database, Antivirus, Firewall, Switches will be considered under similar work.

To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be executed by tenderer himself.

(Note: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed TELCO, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate).

4.4. The bidder should not be backlisted by any State / Central Government / PSU / Autonomous Body on the last date of submission of EOI. Self-Declaration is to be submitted in this regard.

4.5. There should not be any ongoing or past, arbitration case(s) between RailTel and bidder on the last date of submission of EOI. Self-Declaration is to be submitted in this regard.

4.6. The bidder should have a valid Corporate Identification Number (CIN), Permanent Account Number (PAN), Taxpayer Identification Number (TIN), Goods and Service Tax Identification Number (GSTIN), on the last date of submission of EOI. Copy of documents in this regard is to be submitted.

4.7. The bidder should submit 'Acknowledgment Copy' of Income Tax Returns for last three Financial Years (2018-19, 2019-20, 2020-21).

4.8. Bids submitted in form of Consortium / Partnership will be rejected.

4.9. Financial Eligibility Criteria:

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

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

4.9.1 Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date

[Explanation for clause - Eligibility Criteria]:

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

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

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

4. In case a contract is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including Price Variation Clause(PVC) amount if

any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.

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

5. Proposal Preparation and Submission Cost

5.1. The bidder is responsible for all costs incurred in connection with participation in this EOI process, including, but not limited to, cost incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by RailTel to facilitate the evaluation process or all such activities related to the bid process. RailTel will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This EOI document does not commit to award a contract or to engage in negotiations.

6. Earnest Money Deposit (EMD)

6.1. Bidders shall submit, along with their bids, EMD of ₹ 19,80,630/- (2% of Est. Value of tender) by way of digital transaction mode available on RailTel's e-tender site (<https://railtel.enivida.com>). The validity of the EMD shall be for a period of 90 days from the date of submission of the bid and the validity of the EMD should be extended in the event the last date of submission is extended.

6.2. EMD of all unsuccessful bidders will be returned at the earliest after expiry of the final bid validity.

6.3. The EMD of the successful Bidder will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format as specified in this EOI) by the successful Bidder.

6.4. The EMD may be forfeited:

- a) If a Bidder withdraws the proposal or increases the quoted prices after opening of the bid and during the period of Bid validity or its extended period, if any.
- b) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions of this EOI or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions of this EOI.

6.5. The decision of RailTel regarding forfeiture of the EMD shall be final and binding on the Bidders and shall not be called upon in question under any circumstances.

6.6. Eligible Micro, Small and Medium Enterprises (MSEs) are exempted from cost of EOI document and EMD.

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

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

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

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

7. Pre-bid Clarification(s)

7.1. Any clarification(s) regarding the EOI document can be submitted to RailTel through email communication only, to the email IDs, and on or before the timelines, mentioned in this EOI document. The clarifications sought should be strictly submitted in below format.

S. No.	Page No.	Clause No.	Statement as per EOI	Query by Bidder	Justification for query

The bidder should mention his/her Organization Name, his/her Name and Contact details in the email signature. Subject of the mail should be : 'Request for Clarification' for EoI. No RailTel/EoI/NR/Mktg/2021-22/Cloud Services/03 dated 09/03/2022. In the email seeking clarification(s), bidder should also mention alternative contact person details. Any request(s) for clarifications received after the expiry of the date and time mentioned in the EOI may not be entertained by RailTel. Further, RailTel reserve the right to issue responses / clarifications / corrigendum.

It may be noted that there will be no physical pre-bid meeting owing to the pandemic circumstances. The pre-bid meeting will happen through Web Video-Conferencing Platform only e.g. WebEx (Cisco) etc. In order to check unauthorised entry in the Web Meeting, the details of the platform and the meeting link will be shared with those organisations only, who has

submitted 'Request for Clarification' through email on the email IDs , as mentioned in this EoI document.

It may be also noted that during Web Video-Conference Pre-bid meeting, discussion will be done for those 'Request for Clarifications' only, which are received within the stipulated time, in the format and on RailTel Person's email ID, mentioned in this document. In case, no 'Request for Clarification' is received by the stipulated time, RailTel reserves the right to further proceed without arranging any Pre-bid meeting.

8. Amendment to EOI Document

8.1. At any time prior to the deadline for submission of bids, RailTel, may, for any reason can modify the EOI document by an amendment. All the amendments made in the document would be informed by displaying on RailTel's (www.railtelindia.com) website only. The Bidders are advised to visit the RailTel website on regular basis for checking necessary updates. RailTel also reserves the rights to amend the dates mentioned in this EOI for bid process. RailTel may, at its discretion, extend the last date for receipt of bid.

9. Bid Validity Period

9.1. Bid shall remain valid for the period of 90 days from the date of submission of EOI as mentioned in this EOI document.

9.2. RailTel may request the Bidder(s) for an extension of the period of validity. The validity of the EMDs as mentioned in the Clause 6, should also be suitable extended if called upon to do so by RailTel. The request and the responses thereto shall be made in writing through e-mail communication only.

10. Right to Terminate the Process

10.1. RailTel may terminate the EOI process at any time without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EOI does not constitute an offer by 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.

11. Language of Bid

11.1. The bid prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the bidder and RailTel, shall be written in English Language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Authorised Signatory of the bidder.

12. Documents Comprising of Bid

12.1. Bidder shall furnish the required information in their bid (Single Packet) consisting Pre-Qualification documents, filled Annexure(s) and Commercial Proposal in specified format only. Any deviations in the Commercial bid format may make their bids liable for rejection. The documents submitted in the bid should be in accordance with this EOI document and subsequent corrigenda (if any) issued till last date of submission. Please note, as the bid submission is through e-Tender portal hence, in the Bid there is no need of uploading Signed & Stamped Copy of this EOI and subsequent corrigenda (if any) issued till last date of EOI submission, a bid submission by a bidder will be considered that bidder has read and agreed to all terms and conditions of the EOI and subsequent corrigenda (if any) issued till last date of EOI submission.

13. Submission of Bid

13.1. A Single Packet Bid system will be followed for this EOI with a Lowest Cost Based Selection Criterion. The bid should have a 'Index' at the starting and all pages of bid should be serially numbered and should be traceable as per the 'Index'.

13.2. The bidder should take into account any Corrigendum to this EOI document that may have been published before submitting their bids. The bid is to be submitted online i.e. at RailTel's e-Tender portal (www.railtel.enivida.com). Physical / Offline submitted bid will not be entertained.

13.3. Bidders in their own interest are advised to submit the bid well before the last date and hence to avoid any inconvenience at the last moment.

13.4. The bidder may modify or withdraw its bid after submission, prior to the deadline-date and time prescribed for the bid submission in this EOI. Bid withdrawal notices received

after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid. No bid may be withdrawn in the interval between the bid submission last date and the expirations of the bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the bidders EMD.

13.5. An Organization / Bidder can submit only 'One Bid'. Submission of multiple bids by a bidder will lead to rejection of all of its bid.

13.6 The bidders are required to submit copy of the EOI document duly digitally signed by Authorized Signatories as a token of acceptance of terms & conditions of contract.

14. Evaluation Process

14.1. RailTel shall evaluate the responses to this EOI and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting documents / documentary evidence, may lead to rejection. The decision of RailTel in the evaluation of bids shall be final. RailTel may ask for meetings with the Bidders to seek clarifications or conformations on their bids which may subsequently require bidders to submit additional documents as communicated by RailTel in writing over e-mail. Non-response to the clarifications / additional documents sought by RailTel, in time bound manner as mentioned by RailTel, will be treated as withdrawal of bid between the bid submission deadline and the expiration of the bid validity period. During the bid evaluation, RailTel reserves the right to reject any or all the bids. Each of the responses / bids shall be evaluated as per the criteria and requirements specified in this EOI.

14.2. On the basis of process mentioned in the Clause 14.1 mentioned above, the bids will be evaluated.

14.4. Further, the commercial bid complying to the format as mentioned in this EOI will be evaluated. Non-complied commercial bid will be rejected. The commercial bid of the bidders complying to the format will be further compared and the bidder quoting the lowest price will be declared as 'Successful Bidder'.

15. Rights to Accept / Reject any or all Proposals

15.1. 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 the Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the ground for RailTel's action.

16. Payment Terms

16.1. Payment will be on '**back to back**' basis and as per the payment terms mutually agreed between RailTel and CoR.

16.2. Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from CoR for the same work / services. Any deduction / penalties levied by CoR on invoices of RailTel will be carried back to back and will be deducted from successful bidder's invoices, subject to the cause to deduction / penalty is due to deviation in service standards by the successful bidder.

16.3. Indicative payment terms as agreed with CoR are 'Payment after Completion of Service Quarter '. Service Level Agreement (SLA) terms agreed between RailTel & CoR are placed at Annexure-07.

16.4 Documents list required at the time of payment/invoice submission by selected bidder shall be :-

- i. PO copy issued to selected vendor.
- ii. Payment Proof that the end customer has paid to RailTel for the period claimed by Selected bidder/vendor against invoices raised by RailTel for such services.
- iii. Submission/Declaration of applicable BG amount against PO issued to selected bidder/vendor.
- iv. Original Invoice for the period claimed.
- v. TDS declaration.

17. Performance Bank Guarantee (PBG)

17.1. The successful bidder shall at its own expense, deposit with department, within thirty (30) days of the notification of award (done through issuance of the Purchase Order / Letter of Acceptance) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Commercial Bank as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the bidder. This PBG will be for an amount equivalent to 03% of the contract value. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the Successful Bidder. Besides, if the total BG amount comes upto ₹ 05 Lakhs, then same will be deposited through DD/RTGS/NEFT.

17.2. The PBG would be valid for a period of 120 days from the date of validity of the contract. The PBG may be discharged / returned by RailTel upon being satisfied that there has

been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the PBG. In the event, Bidder being unable to service the contract for whatever reason, RailTel would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to Railtel as compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. RailTel shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

17.3. RailTel shall also be entitled to make recoveries from the Bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

17.4. If the delivery period gets extended, PBG should also be extended accordingly.

17.5. During the contract period, RailTel may issue Purchase Order for the additional services ordered by CoR to RailTel. However, if RailTel gets any order in future beyond the scope of MOU signed with end customer, the same shall be dealt by Operating Variation/NS items in the individual POs as per Para 18.8 of the EOI and RailTel's Standard Operating procedures.

In such scenario(s) also, Clause No. 17.1. to Clause No. 17.4. are to be followed by the successful bidder.

17.6. EMD shall be released on submission of PBG.

17.7. PBG should be submitted within 30 days of issue of LOA/PO failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. This PBG should be from a Scheduled Bank and should cover warranty period as per tender condition

18. Details of Commercial Bid

18.1. The commercial bid should be submitted strictly as per the format mentioned at Annexure-2 of this EOI.

18.2. The commercial bid should clearly bring out the cost of the services with detailed break-up of taxes.

18.3. The rates mentioned in the commercial bid of the successful bidder will form basis of commercial transaction between RailTel and bidder.

18.4. In addition to mentioning of 'total cost' of a 'Line Item' , 'Per Unit' cost of each 'Line Item' is also to be mentioned.

18.5. The Lowest cost bidder will be decided on total cost quoted in the commercial bid.

18.6. The quantity of 'Line Items' can increase or decrease at the time of placing of Purchase Order or during the Contract Period, as required by CoR. In such scenarios, the 'Per Unit' cost will be considered to arrive on contractual amount between RailTel and successful bidder.

18.7 Variation in Quantity: Variation in the Contract is allowed under this contract, subject to approval of RailTel's Competent Authority. In such case, Variation PO(s) shall be issued to the selected vendor for case to case basis, as per the POs received from end Customer, in future. Variation in the individual/sub-POs may be done to cater any new requirement of the customer beyond the value of EOI. Variation in the individual POs shall be done as per RailTel's Standard Operating Procedures.

18.8 In case RailTel receives any PO from its end Customer which contains some specific line items and are not covered in this EOI/SOR, may be catered by introducing Non-Scheduled item in the Contract at a later stage (if required). Non-Scheduled items are of similar in nature to the services (eg. DC services/licenses/Management services etc.). During introduction of NS Items, RailTel Profit Margin (as discovered in the EOI) shall be secured over Customer's PO while placing / issuing PO to the selected Bidder/Vendor. Variation in the individual POs shall be done as per RailTel's Standard Operating Procedures.

18.9 The Rate Contract is initially valid for 1 year period and may be extended further year by year till the time of date of expiry of MOU with RailTel's End Customer. However, negotiations with the selected vendor shall be carried out for downwards reduction in rates, in case the Contract is extended beyond one year.

18.10 Date of Commissioning for start of services by successful/selected bidder for services rendered under different sub POs that shall be governed under this Rate Contract shall be same as is shared by RailTel's Customer to RailTel.

18.11. It may be possible that during the contract period, CoR may order for One or more 'Separate Dedicated Cloud' or order additional services to RailTel. The cost for this will be derived based on the 'Per Unit' cost of 'Line Item' quoted in the commercial bid and the corresponding quantity ordered by CoR.

18.12. It is also possible that CoR may surrender a particular 'Separate Dedicated Cloud' wholly or some or all of the quantities of service items ordered to RailTel during the contract

period and accordingly the contractual amount between RailTel and Successful bidder will be considered.

18.13 This Rate Contract (RC) is a blanket Contract and is not a guarantee/assurance that the entire value of RC shall be entrusted to the selected Bidder/Vendor. Under this RC, POs to the selected Bidder/Vendor shall be issued on need i.e. time to time basis as per the requirements of RailTel's Customers. It means, once RailTel gets an Order from its Customer, sub PO will be issued to the Bidder/Vendor for delivery of Customer business.

18.14. In addition to the Payment Terms, all other Contractual Terms will also be on 'back to back' basis between RailTel and Successful bidder.

19. Delivery Timelines & Liquidated Damages

19.1. Implementation/Delivery Timeline: - Once the EOI is finalised, the blanket order (Advance PO) shall be issued to the selected bidder. As and when RailTel receives PO from its end customer, the same shall be informed to the selected vendor/bidder (over email/LOI) in order to initiate the delivery process within the ambit of Advance PO of the EOI. The deliverables and the quantity of the deliverables will be mentioned in the Purchase Order / Letter of Acceptance. If anything is not mentioned in the Purchase Order issued to the selected bidder/vendor, same shall be governed under the Terms and Conditions of this EOI document. The Date of Acceptance of Services / Date of Commissioning (DoC) of the services as agreed by CoR, will also be the DoC for the services provided by successful bidder to RailTel.

Further, Sub-PO(s) will be issued to the selected bidder/vendor within 3 weeks of receipt of RailTel's Customer PO. Accordingly, **the implementation of delivery timelines shall be maximum 3 weeks from the date of RailTel's intimation to selected bidder vide email/LOI Letter issued by concerned RailTel's Account Manager. However, in certain cases the delivery period may be even shorter i.e. 1-2 weeks as per requirements of RailTel's end Customer.**

19.2. For the subsequent Purchase Order(s) raised due to CoR's requirement, the delivery timelines will be as mutually agreed between RailTel and CoR. However, for increase in Compute, Storage and Virtual Machine requirements of a 'Separate Dedicated Cloud Infrastructure', same should be done on short notice (within a week preferably) as CoR wants scalability in the Cloud operations.

19.3. Post the issuance of Work Order, if successful bidder anticipates delay in delivering of services beyond the stipulated time as mentioned in Clause 19.1, the bidder shall intimate RailTel immediately, for further submission of request for extending of delivery timelines to CoR by RailTel. Any penalty / penalties levied by CoR on RailTel on account of delay in delivery

timelines, will be imposed back to back on the bidder. In case, the CoR cancels the Work Order to RailTel due to delay in delivery of services, attributable to successful bidder, in addition to the cancellation of Work Order issued by RailTel to bidder, bidder's EMD or contract's (in relation to this EOI) PBG, as available with RailTel will be encashed.

19.4 . Liquidated Damages:- Upon non-delivery within timelines as mentioned in Point 19.1 above, 0.5% of the PO value every week shall be deducted subject to maximum of 10% of the PO value. In case, RailTel's end customer levied penalty in addition to the amount as per calculation method mentioned in this clause, same shall be levied as per what RailTel's end customer has levied on RailTel.

19.5 . If the supplier fails to deliver the stores or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights:- Recovery from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to half per cent of the price of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract.

i) Methodology to calculate LD: (Rly.Bd.Ltr No.2003/RS(G)/779/9 dated 11.04.2018)

ii) In contracts governed by any type of variation (PVC, ERV or statutory variations), LDs (if a percentage of the price) will be applicable on the price as varied by the 97 operation of the PVC. LDs accrue only in case of delayed supplies. Where or in so far as no supplies have been made under a contract, upon cancellation, recovery of only the loss occasioned thereby can be made, notwithstanding the fact that prior to the cancellation one or more extensions of the delivery period with reservation of the right to LD are granted.

20. Duration of the Contract Period

20.1. The Rate Contract is initially valid for 1 year period and may be extended further year by year till the time of date of expiry of MOU with RailTel's End Customer. . However, negotiations with the selected vendor shall be carried out for downwards reduction in rates, in case the Contract is extended beyond one year.

20.2 The contract duration may be renewed / extended by RailTel at its discern, in case CoR extends / renews services with RailTel.

21. Restrictions on 'Transfer of Agreement'

21.1. The successful bidder shall not assign or transfer its right in any manner whatsoever under the contract / agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the contract / agreement to any third party either in whole or in any part i.e. no sub-contracting / partnership / third party interest shall be created.

22. Suspension, Revocation or Termination of Contract / Agreement

22.1. RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the successful bidder shall be payable by RailTel.

22.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice of Three (03) month issued to the Successful bidder, terminate/or suspend the contract / agreement under any of the following circumstances:

- a) The successful bidder failing to perform any obligation(s) under the contract / agreement.
- b) The successful bidder failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- c) Non adherence to Service Level Agreements (SLA) which RailTel has committed to CoR.
- d) The successful bidder going into liquidation or ordered to be wound up by competent authority.
- e) Either party may terminate the agreement, by giving notice of at least Four (04) months in advance. The effective date of surrender of agreement will be four (04) months counted from the date of receipt of such notice by the other party.
- f) If the successful bidder is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitable modifying the conditions, as it feels fit under the circumstances.

- g) It shall be the responsibility of the successful bidder to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which successful bidder's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.
- h) Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The successful bidder shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the bidder in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of bidder available with RailTel will be forfeited.

23. Dispute Settlement

23.1. In case of any dispute concerning the contract / agreement, both the bidder and RailTel shall try to settle the same amicably through mutual discussion / negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of Arbitration shall be New Delhi.

23.2. The arbitral tribunal shall consist of the sole Arbitrator. The arbitrator will be mutually appointed by the Chairman & Managing Director of RailTel and the bidder.

23.3. All arbitration proceedings shall be conducted in English.

24. Governing Laws

24.1. The contract shall be interpreted in accordance with the laws of India. The courts of New Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

25. Statutory Compliance

25.1. During the tenure of this Contract nothing shall be done by Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.

25.2. The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel and CoR, from and against all levies, damages, penalties and payments

whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or Its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

26. Intellectual Property Rights

26.1. Each party i.e. RailTel / Bidder, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.

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

27. Severability

27.1. In the event any provision of this EOI and subsequent contract with Bidder is held invalid or not enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of the contract and Annexure/s which will be in full force and effect.

28. Force Majeure

28.1. If during the MoU, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENT) , provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

28.2. In the event of a Force Majeure, the affected party will be excused from 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 sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this contract. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

29. Indemnity

29.1. The bidder agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from :

- a) Any mis-statement or any breach of any representation or warranty made by bidder or
- b) The failure by the bidder to fulfill any covenant or condition contained in this contract by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by Bidder pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by Bidder pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or
- c) Any compensation / claim or proceeding by any third party against RailTel arising out of any act, deed or omission by the Bidder or
- d) Claim filed by a workman or employee engaged by the Bidder for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

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

30. Limitation of Liability towards RailTel

30.1. The bidder liability under the contract shall be determined as per the Law in force for the time being. The Bidder shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Bidder and its employees, including loss caused to RailTel on account of defect in goods or deficiency in services on the part of Bidder or his agents or any person / persons claiming through under said bidder, However, such liability of the Bidder shall not exceed the total value of the contract.

30.2. This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the Bidder is legally liable.

31. Confidentiality cum Non-disclosure

31.1. The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the MoU, server configuration, design and other related information and information relating to the contents to be transmitted to and from the servers of RailTel or Bidder or CoR. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.

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

- a) Is already known to the receiving Party at the time of disclosure:
- b) Is or becomes part of the public domain without violation of the terms hereof;
- c) Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:
- d) Is received from a third party without similar restrictions and without violation of this or a similar contract.

31.3. The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law.

31.4. Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.

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

32. Assignment

32.1. Neither this contract nor any of the rights, interests or obligations under this contract shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this contract will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

33. Insurance

33.1. The bidder agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software etc. Validity of the insurance shall be till end of the contract and beneficiary of Insurance should be RailTel Corporation of India Ltd.

34. Data Ownership

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

35. Exit Management

35.1. Exit Management Purpose

- a) This clause sets out the provision, which will apply during Exit Management period. The parties shall ensure that their respective associated entities carry out their respective obligation set out in this Exit Management Clause.
- b) The exit management period starts, in case of expiry of contract, at least 04 months prior to the date when the contract comes to an end or in case of termination contract, on the date when the notice of termination is sent to the Bidder. The exit management

period ends on the date agreed upon by RailTel or Four (04) months after the beginning of the exit management period, whichever is earlier.

35.2. Confidential Information, Security and Data : Bidder will promptly, on the commencement of the exit management period, supply to RailTel or its nominated agencies the following :

- a) Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code; any other data and confidential information created as part of or is related to this contract;
- b) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to RailTel or its nominated agencies, or its replacing vendor (as the case may be).
- c) The Bidder shall retain all of the above information / data with them for Ninety (90) days after the termination of the contract, post which the bidder has to wipe / purge / delete all information created or retained as part of this contract.

35.3. Employees : Promptly on reasonable request at any time during the exit management period, the bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide RailTel a list of all employees (with job titles and communication address), 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 successful bidder, RailTel or the replacing vendor may make an offer of contract for services to such employees of the successful bidder and the successful bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.

35.4. Rights of Access to Information : Besides during the contract period, At any time during the exit management period also, the Bidder will be obliged to provide an access of information to RailTel and / or any Replacing Vendor 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 implementation of PaaS for RailTel / CoR.

35.5. Exit Management Plan : Successful bidder shall well document all the technical activities performed right from the start of the project and till exit, and should be shared with RailTel or its nominated agencies/persons, as and when required. Successful bidder shall provide RailTel with a recommended "Exit Management Plan" within One Hundred Eighty (180) days of entering into contract, pursuant to issuance of Work Order / Letter of Acceptance, which shall deal with at least the following aspects of exit management :

- a) A detailed program of the transfer process that could be used in conjunction with a replacement vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- b) Plans for the communication with such of the successful bidder, staff, suppliers any related third party as are necessary to avoid any material detrimental impact on services' operation as a result of undertaking the transfer;
- c) Plans for provision of contingent support to the implementation of PaaS solution for a reasonable period (minimum 03 months) after transfer;
- d) Exit Management Plan shall be presented by the Bidders to and approved by RailTel or its nominated agencies.
- e) The terms of payment as mentioned in this EOI include the costs of the Bidder complying with its obligations under this Clause.

36. Waiver

36.1. Except as otherwise specifically provided in the contract, no failure to exercise or delay in exercising, any right, power or privilege set forth in the contract will operate as a waiver of any right, power or privilege.

37. Changes in Contract Agreement

37.1. No modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by the both Successful Bidder and RailTel.

EOI COVER LETTER

(On Organization Letter Head and Submitted with Technical Bid)

Bid Ref No. :

Date:

To,

General Manager / Marketing
RailTel Corporation of India Limited,
6th Floor, 3rd Block, Delhi IT Park, Shastri Park
Delhi - 110053

Ref : EOI No. RailTel/EoI/NR/Mktg/2021-22/Cloud Services/03 Dt. 09th Mar 2022

Dear Sir,

1. I, the undersigned, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof.
2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 90 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the successful bidder for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Signature of Authorised Signatory

Name

Designation


Commercial Schedule

(On Organization Letter Head and Submitted with Commercial Bid)

Bid Ref No. :

Date:

Ref : EOI No. RailTel/EoI/NR/Mktg/2021-22/Cloud Services/03 Dt. 09th Mar 2022

 RailTel Corporation of India Limited (A Government of India Enterprise, Ministry of Railways) Northern Region 6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi – 110053 Ph: (11) 22185933, 22185939, FAX: +91 (11) 22185978								
Financial Bid								
Tender No:- RailTel/EoI/NR/Mktg/2021-22/Cloud-Services/03 dt. 09.03.2022								
Name Of Work :- Expression of Interest (EOI) for Rate Contract and Selection of Partner to provide Dedicated Cloud Services to Customer of RailTel Corporation of India Ltd.:-								
NAME OF THE CONTRACTOR/FIRM								
Sr.No	Service	Unit	Upper Ceiling-Per Unit Per Month Charges (A)	B = Percentage Reduction Offered on (A)	Per Unit Per Month Charges (C)	(D) = 18% GST on C Amount	Per Unit Per Month Charges with GST (E = C+D)	Per Unit Annual Charges F = (E*12) (With GST)
1	2	3	5	6	7	8	9	11
Base Virtual Machine (VM) Configurations								
1	Base VM of 04 vCPU 04 GB RAM 120 GB Storage	Nos	8705.87		8,705.87	1,567.06	10,272.93	1,23,275.11
2	Base VM of 08 vCPU 08 GB RAM 240 GB Storage	Nos	16662.39		16,662.39	2,999.23	19,661.62	2,35,939.46
3	Base VM of 16 vCPU 16 GB RAM 480 GB Storage	Nos	32379.78		32,379.78	5,828.36	38,208.14	4,58,497.72
4	Base VM of 06 vCPU 06 GB RAM 180 GB Storage	Nos	12684.13		12,684.13	2,283.14	14,967.27	1,79,607.29
Additional Resources over Base VM								
5	Per Additional 01 vCPU	Nos	1376.09		1,376.09	247.70	1,623.78	19,485.39
6	Per Additional 01 GB RAM over Base VM	Nos	553.70		553.70	99.67	653.36	7,840.33
7	Per Additional Storage in blocks of 50 GB each over Base VM	Nos	325.43		325.43	58.58	384.01	4,608.16
Licenses as a Service (Latest Release)								
8	Anti-Virus for Virtual Servers per VM (Windows/RHEL)	Nos	482.61		482.61	86.87	569.48	6,833.74
9	Anti-Virus for Virtual Servers per VM(Ubuntu/CentOS)	Nos	1358.48		1,358.48	244.53	1,603.00	19,236.05
10	MS-SQL License (2 Cores/ Standard)	Nos	8519.02		8,519.02	1,533.42	10,052.45	1,20,629.35
11	MS Windows OS Server Standard per vCPU	Nos	1271.74		1,271.74	228.91	1,500.65	18,007.83
12	MS SQL 2016 Enterprise Edition. (36 Core)	Nos	581086.96		5,81,086.96	1,04,595.65	6,85,682.61	82,28,191.30
Platform Services								
13	Hosted Backup - Enterprise (File/Folder/System with application & Databases)	Per 500 GB	14491.30		14,491.30	2,608.43	17,099.74	2,05,196.87
14	Operating System Management(Windows/RHEL) per OS Instance	Nos	3045.65		3,045.65	548.22	3,593.87	43,126.43
15	Database Management(Per DB Instance)	Nos	8765.22		8,765.22	1,577.74	10,342.96	1,24,115.48
16	Multi Domain SSL Certificate	Nos	2178.26		2,178.26	392.09	2,570.35	30,844.17
17	Domain SSL Wildcard Certificate	Nos	1358.70		1,358.70	244.57	1,603.26	19,239.13
Grand Total Charges (in ₹) With GST								9844673.82
Grand Total Charges (in ₹) In words :-								
Note: 1) Bidder has to quote percentage(below) for SOR online on ENVIDA portal. 2) The rates are including taxes. 3) Tentative value of Rate contract shall be 9.90 Cr incl. GST 4) Bidder shall quote item wise rates only.								

Notes :

- a) For S.No. 1 , 2 , 3 & 4 : Base VM configuration Includes the Compute & Storage Mentioned, Load Balancing (Shared), Switching & Routing (Shared), Managed Firewall (if not opted from RailTel), OS licenses (RHEL, Windows, Ubuntu, Centos), Sub-Administration Account(s), Storage Space for OS, VLAN Management.
- b) For S.No. 8, 9, 10, 11 & 12 : Make of Specified OEM having office(s) in India and providing Day Zero Vulnerabilities support. If any license is required in future by end customer, then the same shall be under scope of successful bidder as per technical requirement of end customer.
- c) The bidder has to offer the highest possible percentage reduction as per market trends and mention the same against each line item. The percentage reduction against each Item is to be mentioned under the Column 'C' of the Commercial bid
- d) Unit Price for all items is to be mentioned irrespective of the quantity mentioned. In case, prices of One or More Items are not mentioned, the commercial bid may be rejected without issuing any notice to bidder.
- e) All figures are to be mentioned in INR (in ₹).
- f) The bid should be submitted in typed manner and any cutting or overwriting may lead to rejection of bid.
- g) In case Grand Total does not tally with summation of line items from S.No. 1 to S. No. 17, then figure of individual lines will be added up and final figure so arrived will be treated as 'Grand Total Charges'. However, bidders are requested to check any typo or calculation error before submission of the bid.
- h) The quantity mentioned for each line item may increase / decrease at the time of placing of Work Order or during the contract duration, as the requirement is commanded by CoR.
- i) The 'Service Items' mentioned above are mentioned just as Nomenclature for the transaction of business between RailTel and bidder. Hence, it will be assumed by RailTel that bidder has read and agreed all the terms and conditions of the EOI and the prices mentioned by the bidder is covering all the responsibilities and Scope of Work under bidder, as mentioned in this EOI.
- j) In any case, there will not be any additional payment to the bidder beyond the 'Grand Total Charges' quoted by bidder in the 'Commercial Bid' subject to below :
 - (i) there is increase in taxes by a statutory authority or
 - (ii) additional quantities of 'Service Items' are placed by RailTel to bidder, as per requirement of CoR during the currency of the contract.
- k) Bidder has to quote inclusive of GST or any other applicable taxes in Price Bid format. In case there is decrease in taxes by a statutory authority, same should be passed by Successful bidder to the RailTel while raising GST complied invoices to RailTel.
- l) The bidder quoting lowest 'Grand Total Charges (in ₹)' will be adjudged as L-1 or the successful bidder, subject to his bid is in compliance to this EOI.
- m) In case two or more bidders are L-1 and offers the same 'Percentage Reduction', subject to their bid is in compliance to this EOI, they will be requested to re-submit their offer in sealed envelope within time frame as per discern of RailTel and following Clause (g) above, L-1 will be decided. At this stage, all bidders have to mandatorily submit the quote and lowering of 'Percentage Reduction' is not allowed, failing this, EMD of such bidder will be encashed, without giving any further notice.

Signature of Authorised Signatory

Name

High Level Diagram of Proposed Dedicated Cloud Architecture
(On Organization Letter Head and Submitted with Technical Bid)

Bid Ref No. :

Date:

Ref : EOI No. RailTel/EoI/NR/Mktg/2021-22/Cloud Services/03 Dt. 09th Mar 2022

Signature of Authorised Signatory

Name

Designation

Brief of Hardware / Software to be Deployed for Proposed Dedicated Cloud
(On Organization Letter Head and Submitted with Technical Bid)

Bid Ref No. :

Date:

Ref : EOI No. RailTel/EoI/NR/Mktg/2021-22/Cloud Services/03 Dt. 09th Mar 2022

S.No.	Name of Item	Hardware* / Software	Quantity	Make and Model	Specification / Remarks (if any)
1					
2					
3					
4					
5					

* For the Hardware, in the Specification / Remark column, power consumption at peak is to be mentioned in addition to other remarks (if any). All hardware proposed should have two or more power sources.

In case of addition / deletion / change of any Item at the start of the services or during services, same is to be intimated to RailTel in the above format.

Signature of Authorised Signatory

Name

Designation

Details of RailTel's Resources Required for Proposed Dedicated Cloud
(On Organization Letter Head and Submitted with Technical Bid)

Bid Ref No. :

Date:

Ref : EOI No. RailTel/EoI/NR/Mktg/2021-22/Cloud Services/03 Dt. 09th Mar 2022

S.No.	Resource	Quantity Required	Charges / Quantity / Month (in ₹)*
1	Telecom Rack of 42 U in Tier-3 Data Centre with 05 KVA power		88,000
2	Seating Space on 24x7 basis		33,350
3	Shared Firewall Port (Throughput : 200 Mbps)		8,330
4	Shared Firewall Port (Throughput : 300 Mbps)		12,220
5	Shared Firewall Port (Throughput : 500 Mbps)		20,550
6	Shared Firewall Port (Throughput : 1,000 Mbps)		40,550

* The charges mentioned against the resources will be deducted on usage basis from the bidder's bill submitted to RailTel against the services, as per the quantity utilised. The charges mentioned are exclusive of all applicable taxes.

The resources will not be charged for utilization for the 'Ninety (90) days' period from the date of termination of the contract.

Signature of Authorised Signatory

Name

Designation

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On Stamp Paper of ₹ One Hundred)

To

Executive Director / NR,
RailTel Corporation of India Ltd. (RailTel).
6th Floor, Block-III Delhi IT Park
Shastri Park, New Delhi-110053

1. In consideration of the RailTel Corporation of India Limited (CIN : U64202DL2000GOI107905), having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after called "RailTel") having agreed to exempt (CIN :) having its registered office at (hereinafter called "the said Contractor") from the demand, under the terms and conditions of Purchase Order No. dated made between RailTel and for (hereinafter called "the said Agreement") of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. Only). We (indicate the name and address and other particulars of the Bank) (hereinafter referred to as 'the Bank') at the request of contractor do hereby undertake to pay RailTel an amount not exceeding Rs. (Rs Only) 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 of any of the terms or conditions contained in the said Agreement.

2. We, the Bank do hereby undertake to pay the amounts 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 by the said Contractor of any of terms or conditions contained in the said Agreement 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 (Rs. Only).

3. We, the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid

discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of 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 and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before We shall be discharged from all liability under this Guarantee thereafter.

5. We, the Bank further agree with the RailTel that the RailTel shall have 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 or to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said Contractor 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 or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This Guarantee will not be discharge due to the change in the constitution of the Bank or the Contractor.

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

Dated the Day of 2020 for (Name of Bank)

In the presence of Witnesses:

1. Signature With Date

Name

2. Signature With Date

Name

Indicative Service Level Agreement (SLA) Terms Between RailTel & CoR

No	Item	Availability	Penalty Quantum
1	Availability of 'Managed Services' for Production Environment (Management Up-to Database Level i.e. PaaS Management)	99.50% or above	No Penalty
		99.5 % < Availability >= 99 %	0.5% of QP*
		99 % < Availability >= 98.5 %	1.5% of QP
		98.5 % < Availability >= 98 %	3% of QP
		98 % < Availability >= 97.5 %	5% of QP
		97.5 % < Availability >= 97.0 %	7% of QP
		Availability less than 97.00 %	9% of QP

QP* stands for 'Quarterly Payment' for a 'Service Quarter' of a Year.

Downtime on account of Scheduled Maintenance will be used for SLA Penalty calculation, subject to that the Scheduled Maintenance should have been carried out by Successful Bidder at Notice of 24 Hrs to RailTel and same is agreed by RailTel. Also, Permitted Scheduled Maintenance window is from 2300 Hrs to 1700 Hrs.

However, Emergency Maintenance i.e. Maintenance carried out under a condition(s) or situation(s) which poses danger to the system, equipment, network, facilities required for rendering the Services, danger to human life etc. as the case may be and has to be attended immediately, can be carried out at any time with prior intimation to RailTel at short notice and accordingly go-ahead communicated by RailTel to Successful Bidder.

Note : RailTel is providing turnkey services to CoR and there may be scenario that overall service solution is not available to CoR due to the reason(s) attributable to successful bidder. In this scenario, the quantum of penalty levied by CoR on RailTel will be passed 'Back to Back' to successful bidder irrespective of 'Penalty Quantum' derived from above table. Penalties imposed against the work due to SLA deductions should be application to successful bidder.

Instructions to Bidders

e-Procurement is the complete process of eTendering from publishing of tenders online, inviting online bids , evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://railtel.enivida.com>. The link of e-procurement portal is also given on our official railtel portal i.e www.railtelindia.com under TENDER TAB.

These will invite for online Bids. Bidder Enrolment can be done using **"Online Bidder Enrolment"**.

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.

More information useful for submitting online bids on the eNivida Portal may be obtained at: <https://railtel.enivida.com>

GUIDELINES FOR REGISTRATION:

1. Bidders are required to enrol on the e-Procurement Portal (<https://railtel.enivida.com/bidderRegistration/newRegistration>) or click on the link **"Bidder Enrolment "** available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+Applicable GST. Once Paid, the Registration Fee is 'Non-Refundable'.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
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 bidders.
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 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 e-tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id [**eprocurement@railtelindia.com**](mailto:eprocurement@railtelindia.com) for activation of account.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, you can pay the Tender fee(NIL) and processing fee (Rs. 8850/- including GST) (both NOT REFUNDABLE) (*the amount of Tender Processing Fee to be paid is displayed with the respective tender*) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fees tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender 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 tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour 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, GST,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. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

SUBMISSION OF BIDS

1. Bidder should log into the website well in advance for the submission of the bid so that it gets 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 tender document as a token of acceptance of the terms and conditions laid down by Railtel.
3. Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. 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 tender 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.
5. 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.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. 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.

8. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

For any clarification in using eNivida Portal:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.

Phone No. 011-49606060/8448288988

Mail id: - eprocurement@railtelindia.com