

RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)

EOI.No: RailTel/SR/SC/Mktg/DCG_ICG-Eoi-Civil-Non-IT

Dated 09.02.2023

Expression of Interest (Eoi) for Selection of Partner from its **Empanelled Business Associates(BA)/ Business Partners (BP)** for DC-Civil and Non-IT for Ministry of Defence(MOD) File no. IT/3002/DCG/Dir(Systems)-dt :03-11-2022 "REQUEST FOR TECHNICAL AND COMMERCIAL PROPOSAL FOR 'DIGITAL COAST GUARD (DCG)'PROJECT INCLUDING CORE IT INFRASTRUCTURE FOR ICG (DATA CENTRE, DISASTER RECOVERY DATA CENTRE, NEAR LINE DATA CENTRE, PAN ICG MPLS/ VSAT CONNECTIVITY) AND ERP PAKCAGE 'SAFAL' COMPRISING SURFACE & AVIATION OPS LOGISTIC, FINANCE AND HUMAN RESOURCE MANAGEMENT MODULES" as per the description and specifications. Scope of work related to Civil Infrastructure and Non-IT components of the MOD's RFP in this EOI.

For detailed Scope of Work refer the MOD RFP No: File no. IT/3002/DCG/Dir(Systems)-dt :03-11-2022

EOI NOTICE

RailTel Corporation of India Limited
1-10-39 to 44, 6A, 6th floor, Gumidelli Towers, Begumpet Airport Road,
Opp. Shopper Stop, Begumpet, Hyderabad – 500 016.

EOI No: RailTel/SR/SC/Mktg/DCG_ICG-Eol- Civil-Non-IT

Dated 09.02.2023.

RailTel Corporation of India Ltd., (hereinafter after referred to as “RailTel”) invites EOIs from **RailTel’s Empaneled Business Associates (BA)/ Business Partners (BP)** for the selection of suitable partner for Civil infrastructure and non-IT components of Data Center for bidding in MOD’s **Digital Coast Guard(DCG)RFP : File no. IT/3002/DCG/Dir(Systems)-dt :03-11-2022** “Digital Coast Guard (DCG) Project Including Core It Infrastructure For ICG (Data Centre, Disaster Recovery Data Centre, Near Line Data Centre, PAN ICG ICG MPLS/ VSAT (Connectivity) And ERP Package ‘SAFAL’ Comprising Surface & Aviation Ops Logistic, Finance And Human Resource Management Modules” as per the description and specifications. Scope of work related to civil infrastructure and non-IT components of MOD’s RFP DCGs in this EOI.

The EOI is uploaded in the RailTel’s website www.railtelindia.com For any Amendments/Corrigenda, the bidders are requested to go through the website from time to time.

The EOI schedule and other details are as under:

Date of EOI Floating	9 th February ,2023
Last date for submission of Bids against EOI	13 th February ,2023 at 12:00 hours
Opening of Bids received against EOI	13 th February ,2023 at 12:30 hours
Number of copies to be submitted	Single Stage (Single Packet System)
EMD as BG for Pre-Bid Arrangement	As per Para:7 of this Eol.
Bid Submission Mode	Bidders may submit the response documents to E-mail- sreoi.dcg_dcnonit@railtelindia.com

Note:

1. The EOI response is invited from all eligible Empaneled Business Associates (BA)/ Business Partners (BP).
2. All the future corrigendum/ addendum/clarification will be published on the RailTel Portal only.
3. All the documents must be submitted with proper indexing and page numbers.
4. Bids received after due date and time will be summarily rejected.

Contact Details for this EOI:

Level:1 Contact: Shri. Nirav S Vaghela Dy. General manager/Mktg
Email: niravvaghela@railtelindia.com Contact: +91- 9701611844

Level:2 Contact: Shri. Shailendra Dusa Dy. General manager/Techno-Mktg
Email: Sdusa@railtelindia.com Contact: +9866327886

Level:3 Contact: Shri. P. Vikrant Kumar, Jt. General Manager/Mktg
Email: vikrantk@railtelindia.com Contact: +91-9003144205

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1. Introduction about RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Mini Ratna Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

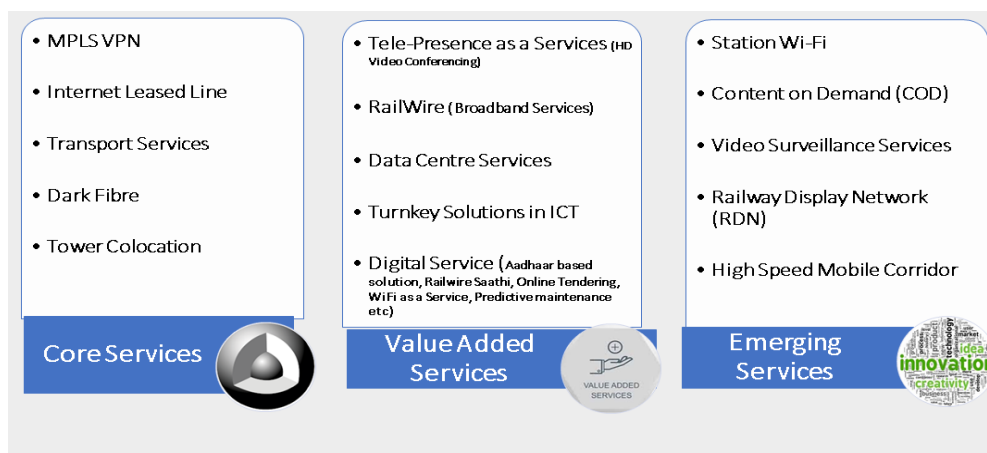
RailTel has approximately 61000+ km's of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting/ collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High-Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

1. Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider-1, National Long Distance Operator, International Long Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



a) Carrier Services

- National Long Distance: Carriage of Inter & Intra-circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators.
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above.
- Dark Fiber/Lambda: Leasing to MSO's/ Telco's along secured Right of Way of Railway tracks.
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/ BTS of Telco's.

b) Enterprise Services

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above.
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2Mbps & above
- Dedicated Internet Bandwidth: Experience the "Always ON" Internet connectivity at your fingertips in granularities 2 Mbps to several Gbps.

c) Data Center Infrastructure as a service (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empaneled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications/ hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.

d) High-Definition Video Conference: RailTel has unique service model of providing high-definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based videoconference solution for employees to be productive specially during this pandemic situation.

e) Retail Services - RailWire: - RailWire is a Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering & maintaining broadband services and upto 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx 500,000 subscribers on PAN Indian basis. RailTel can provide broadband service across- Government PSU or any Organization's officer's colonies and residences.

2. Project Background and Objective of EOI

RailTel intends to participate in the MOD's DCGRFP : File no. IT/3002/DCG/Dir(Systems)-dt :03-11-2022 "Digital Coast Guard (DCG)'Project Including Core It Infrastructure For ICG (Data Centre, Disaster Recovery Data Centre, Near Line Data Centre, PAN ICG ICG MPLS/ VSAT (Connectivity) And ERP Package 'SAFAL' Comprising Surface & Aviation Ops Logistic, Finance And Human Resource Management Modules". RailTel intends to select suitable Business

Associates to fulfill the scope pertaining to civil infrastructure and non-IT components as per MOD's DCG RFP.

3. Scope of Civil and Non-IT Components:

- 3.1. Construction of Uptime institute Tier-III certified one Data Centre at Mahipalpur. Address- H.No.-3B, Gali No.3, B-Block, Jagdamba Colony, Northeast Delhi, Delhi 110094, one Near Line Data Centre (NLDC) at Noida/NCR and one Disaster Recovery Data Centre at New Mangalore.
- 3.2. Establishment of Civil infrastructure for Data Centre, Disaster Recovery Data Centre & Near Line Data Centre as per specifications mentioned at **Appendix A** and acceptance by ICG as per MOD's DCG RFP.
- 3.3. Completion of Design & Construction Certification from Uptime Institute.
- 3.4. Completion of LEEDS certification for Green Building Norms.
- 3.5. Submission of all design specifications drawings, architectural drawings of civil infrastructure, OEM equipment manuals (Operations, Maintenance & Training) and Warranty & Guarantee Certificates.
- 3.6. Positioning of Manpower as per the requirement projected at para 255 of **Appendix 'A'** as per MOD's DCG RFP.
- 3.7. Signing of work done certificate by the ICG.
- 3.8. The project will be under 02 years warranty followed by 03 years AIAMC.
- 3.9. Onsite manpower support for 05 years.
- 3.10. Manpower, Training and Documentation related to civil and Non-IT components as per **Annexure-II & III of Appendix-F** scope mentioned in MOD's DCG RFP.
- 3.11. Bidder to share compliance of Civil and Non-IT Components as per the table of Appendix-A of MOD's DCG RFP from para 4 to 18 at page 32 to 53 for Data Center, para 22 to 35 at page 54 to 71 for Disaster Recovery Data Center, para 40 to 51 at page 72 to 85 for Nearline Data Center as per below format.

Ser No	Requirement as per the RFP	Compliance/ Partial Compliance	Indicate references of Paras/ Sub Paras of the Main Technical Document
General Conditions of RFP (Para 01 to 25)			
Technical Parameters as per Appendix A			
1	Data Centre - civil infra as per Para 4 to 12 of Appendix 'A'		

2	Disaster Recovery Data Centre – civil infra as per Para 22 to 33 of Appendix 'A'		
3	Near Line Data Centre – civil infra as per Para 40 to 48 of Appendix 'A'		
Commercial Parameters as per RFP			
1	Performance-cum-Warranty Bank Guarantee as per Para 2 of Appendix 'H' RFP		
2	Advance Payment Bank Guarantee as per Para 1.3.8 of Appendix 'H' of RFP		
3	Earnest Money Deposit as per as per Para 8.2 of Annexure to Appendix 'K' of RFP (indicate amount of EMD)		

3.12. Item wise percentage indigenous content for the bill of materials as mentioned at **Annexure-VII** of this EoI.

3.13. To provide Malicious Code Certificate from Hardware/Software OEM as per **Appendix-E** at **Pg. No :411 to 413** format shared in MOD's DCG RFP.

3.14. EOI is floated for entire scope of Civil and Non-IT Components . However, RailTel may retain some portion of the work of the EOI where RailTel has got the competency to make the proposals more cost effective and competitive.

3.15. Bidders, along with this offer, to submit Preliminary Project Report (PPR) duly adhering to **Para:44, Pg:22** and as per **Appendix D** of MOD's DCG RFP covering the scope of this EoI .

3.16. For an equipment to be introduced in service, it is mandatory that it successfully clears all stipulated tests/ trials/ evaluations as per RFP. The trial evaluation process is placed at **Appendix 'G'** of MOD's DCG RFP.

3.17. Bidders, along with this offer, to submit the documents mentioned at **Para:258, Pg:397** of MOD's DCG RFP".

3.18. Bidder to share compliance against Information Security Requirements mentioned on **page no. 402-404** of MOD's DCG RFP.

3.19. Bidders, need to comply to the commercials clauses mentioned at **Appendix H** at **Pg:442 to 447** of MOD's DCG RFP.

3.20. Bidders, along with the bid documents need to submit signed copy of this EoI and all the corrigendum issued from time to time.

3.21. Bidders, need to comply to standard conditions of RFP mentioned at **Appendix K at Pg:469 to 474** of MOD's DCG RFP

All the references of RFP mentioned in this EoI, should be read in conjunction with subsequent Pre-bid Clarifications, corrigenda, Addenda issued from time to time by MoD/ICG for DCG Project.

4. Indigenous Content.

For the purposes of this EOI and the acquisition contract (if any) signed by the Ministry of Defence with a successful Bidder, indigenous content shall be **minimum 45%** as defined under **Para 1 of Appendix B to Chapter I of DAP-2020**. In addition, reporting requirements for prime (main) Bidders (and for sub-contractors/ suppliers/ technology partners reporting to higher stages/ tiers) shall be as prescribed under **Para 4 to 7 of Appendix B to Chapter I of DAP-2020 (or as approved by AoN according to authority)**. The right to audit Bidder/ sub-contractors/ suppliers/ technology partners shall vest in the Ministry of Defence as prescribed under **Para 10**; and aspects of delivery, certification, payments, withholding of payments and imposition of penalties shall be as prescribed under **Para 11 to 15** thereof. Furthermore, Bidders will be required to submit their indigenisation plan in respect of indigenous content as stipulated in **Para 4 to 7 of Appendix B to Chapter I and Para 39** of Chapter II of DAP 2020. The DAP 2020 is available at MoD, GoI website (www.mod.nic.in) for reference and free download. **Bidder to comply above and submit the self-declaration as per Annexure-VII on the company's letter head.**

5. Schedule of Requirement (At Annexure-I)

For detailed scope of work, may please refer to website <https://indiancoastguard.gov.in/> vide RFP FileNo: IT/3002/DCG/Dir(Systems) dated 03.11.2022 including all latest Corrigenda , Addenda & clarifications issued from Time to Time

RailTel intend to select a Bidder who is willing to accept all terms & conditions on back-to-back basis for their scope and portion of work.

In case of any discrepancy or ambiguity in any clause/ specification pertaining to scope of work area, the RFP released by end Customer (i.e. MoD/ICG For DCG Project) shall supersede and will be considered sacrosanct. (All associated clarifications, responses to queries, revisions, addenda, and corrigenda associated Prime Service Agreement (PSA)/ MSA/ SLA also included).

6. Response to EOI guidelines

6.1. Language of Proposals

The proposal and all correspondence and documents shall be written in English.

6.2. RailTel's Right to Accept/Reject responses

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

6.3. EOI response Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed in ink by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid. A copy of signed EOI along with its all Corrigendum/Addendum is required to be submitted duly signed digitally.

6.4. Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of 18 Months from the date of opening of this EOI. If any extension is required by end customer, then the same will be extended for further period.

6.5. Negotiation:

RailTel reserves the right to negotiate with the bidder in order to make the bid competitive. The tenderer/s shall not increase his/their quoted rates including payment terms in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawals of the original offer and the rates originally quoted will be binding on the tenderer/s.

All offers in the prescribed forms should be submitted before the time and at fixed for the receipt of the offers. In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.

6.6. ATTESTATION OF ALTERATION: No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any corrections made by the Bidder/Bidders in his /their entries must be signed and stamped (Not initiated) by him/them.

The bidder should submit along with all the applicable documents as per the EOI.

6.7. Information to Bidder:

Guidelines for preparations of response to this EOI - Bidder are requested to follow the below guidelines while preparing the response to EOI.

- a. The price bid should be in format provided in the Annexure-I any bid not found responsive to the details mentioned in this document may be rejected.
- b. The bidder is requested to review the response before submission as the submitted responses shall be considered final and revisions may not be permitted unless there are genuine reasons for such revisions.
- c. Bidder should download the document and sign each page & fill the bid sheet (Annexure-I) attach all documents as required for this EOI document and submit the complete bid as explained in the EOI document. Late and Delayed response to this EOI shall not be considered.

7. Earnest Money Deposit & Liquidated Damages (LD):

7.1. Earnest Money Deposit: Every bidder, while submitting the Bid, shall submit EOI EMD in form of BG as per format available at **Pg:No:484** of MOD's DCG RFP for the amount as per the following table.

S.No	Project/Tender Value	Final EMD Amount to be submitted by the Bidder	Token EOI-EMD to be submitted by bidder along with EOI
1	Upto Rs.200Cr	1% of value of the Project	Rs.5Lakhs
2	Beyond Rs.200Cr	Rs.2Cr	Rs.10Lakhs

Initially while participating in EOI the bidder needs to submit Token EMD in form of BG. The successful bidder in this EOI will have to submit the balance EMD in form of BG before submission of final Bid to customer. Bids without token EMD will be summarily rejected.

RailTel Bank Details for Submission of EMD / PBG: Union Bank of India, Account no. 327301010373007, IFSC Code: UBIN0805050.

Token EMD will be forfeited in case of non-submission of remaining EMD and PBG in time.

Validity of the BG should be 18 months from the date of opening of EOI.

Along with Bid documents, Bidder should submit undertaking that the balance amount of EMD will be submitted before the Bid submission to DCG if declared as successful in this EOI.

Successful bidder is required to fulfil the requirement back to back pertaining to all Bank Guarantee(s) requirements viz Advance Payment Bank Guarantee (APBG), Performance-cum-Warranty Bank Guarantee (PWBG), Performance Bank Guarantee (PBG) for AIAMC as per DCG RFP File No. IT/3002/DCG/Dir (Systems) dated 03.11.2022 subsequently.

The selected Partner shall have to submit a Bank Guarantee against Security Deposit/PBG in proportion to the ordered value to RailTel as back-to-back arrangements for the Bid. The rate and value of SD/PBG shall be as per MOD's DCG RFP File No. IT/3002/DCG/Dir (Systems) dated 03.11.2022.

7.2 Liquidated Damages (LD).

In the event of the Bidder's failure to submit the Documents, supply the stores/ goods, perform services, conduct trials, installation of equipment, training and MET as per schedule specified in this contract, the BUYER may, at his discretion withhold cost of the specific lot/batch or 1% of the Project cost, whichever is higher, until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 1/100 of the delay percentage {Delay percentage = (Period of Delay in Delivery in Weeks) x 100 / (Delivery Period in weeks as per contract)} of the Base Contract Price of the delayed/ undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the contract price of the value of delayed stores/ services (Any extension given by the Buyer for delay attributable to Buyer or Force Majeure Clause to be factored in delivery period).

8.1 Last date & time for Submission of EOI response

EOI response should be submitted to RailTel as explained in EOI document. The bids submitted after the specified date and time mentioned in the EOI will be summarily rejected.

8.2 Modification and/or Withdrawal of EOI response:

EOI response once submitted will be treated, as final no modification will be permitted. No correspondence in this regard will be entertained.

No bidder shall be allowed to withdraw the response after the last date and time for submission.

The successful bidder will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful bidder, the Earnest Money Deposit shall be forfeited, and all interests/claims of such managed services Partner shall be deemed as foreclosed. In addition, if selected partner withdraws its offer, then the managed services Partner may be blacklisted.

8.3 Clarification of EOI Response

To assist in the examination, evaluation, and comparison of bids the purchaser may, at its discretion, ask the Bidder for clarification. The response should be in writing and no change in the price or substance of the EOI response shall be sought, offered or permitted.

8.4 Period of Association/Validity of Agreement

RailTel may enter into a pre-bid agreement with selected Bidder with detailed back to back Terms and conditions for respective selected portion of scope in each of the packages prior to submission of RailTel bid against MOD's DCG RFP File No. IT/3002/DCG/Dir(Systems) dated 03.11.2022

9. Eligibility Criteria for Bidder:

The bidders must comply with the following conditions for their eligibility in the participation for the EOI. Submit necessary declarations/certifications as per Tender Terms and Conditions:

S No.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted
A)	Association with RailTel	The Bidder Should be RailTel's. Empanelled Business Associates (BA)/ Business Partners (BP) with validity of association at least upto the last date of submission of this bid. This is the primary and mandatory eligibility criteria, however, the bidder is also required to meet other eligibility criteria of this EOI.	Copy of LOI/Agreement.
B)	Financial Conditions		

i)	Company Registration	Should be registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 3 years of operations in India as on bid submission date.	1. Certificate of Incorporation 2. GST Registration 3. PAN Card
ii)	Average Annual Turn Over	Min Avg Annual Turnover for last 03 financial years, ending 31st March of the previous financial year, should not be less than Rs 30 Cr.	Certificate from CA firm/P&L statement and Balance sheet approved by the auditor
iii)	Net Worth	Net worth of entities, ending 31st March of the previous financial year, should not be less than Rs 10 Cr.	
iv)	Insolvency	The entity should not be under insolvency resolution as per IBC at any stage of procurement process from the issuing of RFP to the signing of contract.	Self-declaration from the bidder in company letterhead, signed by authorized signatory.
C)	Technical Conditions		
(i)	Nature of Business	SITC of Data centres infrastructure including non-IT Civil infrastructure of similar nature projects (read with Clause 10 below) and not a trading company, except in cases where OEM participates only through its authorized Vendors.	
(ii)	Experience in related field	Min 03 Yrs. experience in system integration, designing & commissioning of data centers (read with Clause 10 below). Should have established Uptime Tier III/TIA-942 rate-3 certified Data Center in last 5 years	
D)	Others		
(i)	Registration	The bidder must be incorporated and registered in India under the Indian Companies Act 1956/ LLP Act 2008/ Partnership Act 1932 and Companies Act 2013 should have been operating for min 02 Years. Min no. of years not applicable for JVs constituted specifically for this project	Certificate of Incorporation/ Copy of Registration Certificate (s)

(ii)	Wilful Defaulters	The bidder's Promoters concluded with MoD/ SHQs/ any other Ministries/ Government organizations (as defined in Guidelines for Penalties in Business Dealings with Entities issued vide Ministry of Defence, D(Vigilance) MoD ID No 31013/I/2006- D(Vig) Vol II dated 21 Nov 2016).	A self-declaration duly certified by a practicing company law expert is to be enclosed.
(iii)	Blacklisted firm- Annexure-VI	The bidder should not be blacklisted by Central/ State Government Ministry/ Department/ PSU/ Government Company. Bidder also should not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Indian Central/ State Government Ministry/ Department/ PSU/ Government Company.	Self-declaration from the bidder in company letter head, signed by authorized signatory
E)	Annexures		
(i)	Annexure-IV	Covering Letter	Duly filled and signed by the authorized signatory
(ii)	Annexure -V	The Bidder should agree to abide by all the technical /commercial/financial, conditions of the MOD's DCG RFP File No. IT/3002/DCG/Dir (Systems) dated 03.11.2022. pertaining to the portion against which the bidder has quoted in this EOI. Bidder is also required to abide by all technical/ commercial/ financial condition of this EOI.	Self-certification duly signed by authorized signatory on company letter head.
(iii)	Annexure-VIII	Self-certification duly signed by authorized signatory on company letter head that they will sign MOU/Agreement, Non-Disclosure Agreement on a non-judicial stamp paper of Rs. 100/- in the prescribed Format. The selected bidder shall have to sign MOU/ agreement & non-disclosure agreements with RailTel.	Self-certification duly signed by authorized signatory on company letter head that they will sign MOU/Agreement, Non-Disclosure Agreement on a non-judicial stamp paper of Rs. 100/- in the prescribed Format. The selected bidder shall have to sign MOU/ agreement & non-disclosure agreements with RailTel.
(iv)	Annexure -IX	Past Performance details	Past Performance details

(v)	Power of Attorney	Power of Attorney/Board Resolution in favour of one of its employees who will sign the Bid Documents (also digitally).	Power of Attorney/Board Resolution in favour of one of its employees who will sign the Bid Documents (also digitally).
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10. **Similar Projects.** For the purpose of this project, a similar project, wherever referred to in subsequent parts would imply a project, which encompasses all elements envisaged as part of the MOD's DCG project, i.e., it should have implemented Non IT Components/ Civil infrastructure of Data Center.

The Bidder should be in the business of establishment of Non IT/ Civil Infrastructure of Data Center including PAC, DG, UPS, VESDA, Fire Suppression system, Access Control System, CCTV, Rodent repellent system, DCIM, passive networking etc. for at least 5years.

A Copy of Purchase/ Work Order & its Commissioning Certificate covering any of the above three components issued by Work Awarding Organization is to be submitted with EOI. Also, contact Details of concerned person i.e. Name / Designation / Contact Number/ Official Email ID, of the Work Awarding Organization needs to be mentioned.

11. Bidder's profile

The bidder shall provide the information in the below table:

S. No.	ITEM	Details
1.	Full name of bidder's	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and email Address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	GST Registration number	

12. **Schedule of Rates (SOR):** The bidder should quote as per the enclosed annexure- I

13. Evaluation Criteria :

- The Bidder who fulfills the Eligibility criteria shall be further evaluated against the criteria mentioned in Annexure- I as applicable.
- RailTel reserves the right to accept or reject the response against this EOI, without

- assigning any reasons. The decision of RailTel is final and binding on the participants.
- c. The RailTel evaluation committee will determine whether the proposal/information is complete in all respects and the decision of the evaluation committee shall be final.
 - d. EOI is floated for entire scope of DC Civil and Non-IT Components of DCG RFP. However, RailTel may retain some portion of the work of the EOI where RailTel has got the competency to make the proposals more cost effective and competitive.

14. DELIVERY SCHEDULE AND STAGES OF PAYMENT:

- a. The delivery schedule and payment stages may be read as per Page no. 456 to 464 and related clauses of Pre bid clarification/corrigendum of DCG RFP
- b. All payments shall be paid on back-to-back basis. RailTel shall make payment to successful Bidder after receiving payment from Customer as per the Payment terms defined in the DCG RFP. In case of any penalty or deduction made by end customer, same shall be passed on to the successful Bidder if attributed to the Bidder's portion of Scope.
- c. For payment terms of DCG, bidders are advised to check at Annexure-V of Appendix-H of MOD's DCG RFP. File no. IT/3002/DCG/Dir(Systems)-dt: 03-11-2022 and all its associated corrigenda/ addenda/clarifications.

15. Service Level Agreement and Warranty:

The selected bidder will be required to adhere to the SLA matrix as defined in the MOD's DCG RFP File no. IT/3002/DCG/Dir(Systems)-dt :03-11-2022 for his scope of work and the SLA breach penalty will be applicable proportionately on the selected bidder, as specified in the Tender. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the RFP. Refer to for payment terms of DCG, bidders are advised to go the respective section of MOD's DCG RFP File no. IT/3002/DCG/Dir(Systems)-dt :03-11-2022 and all its associated corrigenda/ addenda/clarifications. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on its scope of work.

SLA, Terms and Conditions during warranty and AIAMC, Product Supports will be as per **Annexure-I of Appendix F and Appendix C** of MOD's DCG RFP.

16. Arbitration

The parties through respective signatories shall settle any dispute or disagreement with respect to performance, non-performance, or defective performance of respective obligation amicably. In the event of disputes remaining unresolved, the parties shall refer the matter to a single arbitrator under arbitration law that may be applicable, whose appointment shall be done by CMD, RailTel Corporation of India Limited. The place of arbitration shall be New Delhi and the language used shall be English.

17. Force Majeure Clause

If at any time, during the continuance of this contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods,

Earthquakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/regulations, order of requisitions issued by any Government Department or Competent Authority of acts of God (here-in-after referred to as event) then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provide further that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the RailTel and the Contractor or after any event or 60 days in the absence of such an agreement whichever ever is more, either party may at its option terminate the Contract provided also that if the contract is so terminated under this clause the RailTel may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

Annexure – I : Schedule of Requirement/Rates:

Ser as per MOD's RFP	Ser as per RailTel	Items	Qty.	Unit Cost	Total Cost	Indicative Rate of Taxes & Duties used to arrive at Total Cost (as applicable)		Total Cost (Including all taxes & duties)	Remarks
					(iii) X (iv)	GST/IGST (%)	Custom Duty (%)	(v)+(vi)+(vii)	
	(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)
A.	1	Civil Works	1	Set					
2.1	1.1	DC building along with allied facilities and internal furnishings as per requirements specified at Appendix 'A'	1	No					Refer to para 4 – 12 of Appendix 'A' of MOD's DCG RFP.
2.2	1.2	DRDC building along with allied facilities and internal furnishings as per requirements specified at Appendix 'A'	1	No					Refer to para 22 – 33 of Appendix 'A' of MOD's DCG RFP
2.3	1.3	NLDC along with allied facilities and internal furnishings as per requirements specified at Appendix 'A' Supply of hardware/ software for DC/ DRDC/ NLDC	1	No.					Refer to para 40 - 48 of Appendix 'A' of MOD's DCG RFP
(F)	2	Certifications and Audits as specified at Appendix 'A'	1 set						
2.17	2.1	Design Certification by uptime							
2.18	2.2	Construction monitoring and commissioning of data centres certification by uptime.							

2.19	2.3	Construction readiness and construction certification by uptime.							
2.20	2.4	Pre-operation and operation certification by uptime.							
(G)	3	Training as specified at Appendix 'A' of MOD's DCG RFP	1 set						To be imparted free of cost by the bidder
(H)	4	Documentation as specified at Appendix 'A' of MOD's DCG RFP	1 set						
(J)	5	Any other cost (to be specified)							
(K)	6	Freight and Transit Insurance Cost (where applicable).							
(L)	7	AIAMC							Refer to Appendix 'C' of MOD's DCG RFP.
(M)	8	Total Cost (Total of Serial 1 to 8)							#This will be used in determining L1 vendor

Note: (i) Taxes and Duties. All Indirect Taxes and Duties will be paid at actuals or as indicated in the Commercial bid by the Bidder, whichever is lower. In case of any change in the tax structure/ rates by BUYER's Government, only incremental/ decremented change will be paid.

Annexure- II: Evaluation Process

- (i) All the bidders who fulfil the minimum eligibility conditions of this EOI shall be further evaluated on the price quoted and the selection of Bidder will be done on L1 (Lowest bid) basis.
- (ii) The evaluation shall be inclusive of quoted GST rates and bidder will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. "GST rates as applicable, Vendor should furnish break up of GST rate" for items.
- (iii) The bidders are required to quote as per the Annexure I attached in the EOI and upload the same.
- (iv) Blank or omitted items will be considered 'Nil' and treated as having Zero value. However, bidder is bound to provide all items as per the BoQ as per the terms and conditions of this EOI and DCG RFP, without any extra cost to RailTel.
- (v) In the Annexure – I the bidders are requested to quote for each of the line item. The offer will be considered for all the line items put together as a whole and not as per the individual item wise.
- (vi) Rates quoted against each schedule in above should be inclusive of basic rate, including GST, Freight, Insurance, all taxes and any other charges or cost quoted by the Bidder.

Annexure-III: Bid Security Form (Not Applicable for this EOI)

(To be submitted on the Firm Letter Head)

BID SECURITY (EMD) DECLARATION

I/We, M/s am/are aware that I/We have been exempted from submission of Bid Security/Earnest Money Deposit in lieu of this Bid Security Declaration. I/We understand and accept that if I/We withdraw my/our bid within bid validity period or if awarded the tender and on being called upon to submit the Performance Guarantee/Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, **I/We i.e., the bidder shall be banned from submission of bids** in any Works/Service Tender issued by RailTel Corporation of India Limited for a period of 12 months from the date of such banning.

Signature of the Bidder and stamp

Annexure IV: Format for COVERING LETTER

COVERING LETTER (To be on company letter head)

Eol Reference No:

Date:

To,
Executive Director/SR
RailTel Corporation of India Ltd.
1-10-39, 6A, 6th floor, Gumidelli Towers
Begumpet Airport road, Opp.Shoppers Stop, Begumpet
Hyderabad – 500016

Dear Sir,

Sub: Participation in the Eol process

Ref: RailTel/SR/SC/Mktg/DCG_ICG-Eol-Civil-Non-IT dated 09.02.2023

Having examined the Invitation for Eol document bearing the reference number _____ released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for Eol document.

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for Eol document.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for Eol document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our Eol is liable to be rejected.

We hereby Submit EMD in form of BG, BG. No:.....dt:.....

Authorized Signatory
Name & Designation

Annexure V: Format for Self-Certificate & Undertaking

Self-Certificate (To be on company letter head)

Eol Reference No:

Date:

To,
Executive Director/SR
RailTel Corporation of India Ltd.
1-10-39, 6A, 6th floor, Gumidelli Towers
Begumpet Airport road, Opp.Shoppers Stop,
Begumpet, Hyderabad– 500016

Dear Sir,

Sub: Self Certificate for EOI's Technical & other compliances
Ref: RailTel/SR/SC/Mktg/DCG_ICG-Eol-Civil-Non-IT dated 08.02.2023

- 1) Having examined the various Technical specifications in the EOI, we hereby confirm that we meet all specification.
- 2) We _____ agree to abide by all the technical, commercial & financial conditions of the **DCG Tender No. Tender No. IT/3002/DCG/Dir(Systems) dated 03.11.2022** .pertaining to the portion against which the we have quoted in this EOI on back to back basis. We understand and agree that RailTel shall release the payment to selected partner after the receipt of corresponding payment from end client SWR by RailTel. Further we understand that in case selected partner fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected partner.
- 3) We agree to abide by all the technical, commercial & financial conditions of the **DCG Tender No. Tender No. IT/3002/DCG/Dir(Systems) dated 03.11.2022** pertaining to the portion against which the bidder has quoted in this EOI on back to back basis.
- 4) We hereby undertake to work with RailTel as per DCG tender terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Eligibility Criteria as required in the DCG terms and conditions like technical certificates, OEM compliance documents.

Authorized Signatory
Name & Designation

Annexure-VI: For Undertaking for not Being Blacklisted/Debarred

<To be printed on Company Letter head >

Undertaking for not Being Blacklisted/Debarred

To,

RailTel Corporation of India Ltd.
1-10-39, 6A, 6th floor, Gumidelli Towers
Begumpet Airport road, Opp.Shoppers Stop,
Begumpet, Hyderabad – 500016

Subject: **Undertaking for not Being Blacklisted/Debarred**

We, Company Name _____, having its registered office at
Address _____

hereby declares that that the Company has not been blacklisted/debarred by any Governmental/
Non-Governmental organization in India as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal: **Annexure-VII** :

Format For Certification Of Indigenous Content

VENDOR'S CERTIFICATE

This is to certify that we, _____ (Name of Prime Vendor/Tier Vendor) have achieved/are offering the following IC in the accompanying delivery under contract/equipment being offered for trials/prototype/delivery, as defined under the Defence Acquisition Procedure and as required under the RFP/Contract (tick whichever is applicable) No. _____ dated _____.

Signed by:

'Responsible Designated Official'
----- (Name of Vendor)

Seal of Vendor-----
Date:

AUDITOR'S CERTIFICATE

We (legal name of Verification Firm) _____, established in _____ (Full address) represented for signature of this Verification Certificate by (Name and designation of Authorised Representative), hereby certify that: -

The above-mentioned Indigenous Content (IC) proforma has been examined and all checks of the supporting documentation and accounting records deemed necessary were carried out in order to obtain reasonable assurance that, in our opinion, based on our Verification, the Indigenous Content percentage _____ % (in numbers and words) reflected in the above mentioned proforma has been achieved by _____ (Name of Vendor) during the manufacture of _____ (Name of Equipment).

Certified by:

Statutory Auditor/ Cost Auditor/Certified or
Licensed Cost Accountant / Chartered Accountant
(as applicable)
(Name /Name of Firm)
Membership Number / Registration Number

Seal of Verification Firm
Date:

Item-wise IC content for DC, DCDR and NLDC may be provided in the below format along with this EoI.

Bill of Material for DC				
Sl.	Item description	Qty	UOM	IC %
1.1	DC Civil, Electrical and Interiors	1	Set	
1.2	DC In-Row Cooling Solution	1	Set	
1.3	Centralized Integrated Building Air conditioning	1	Set	
1.4	Modular UPS as per above defined capacities with Lithium-ion batteries for server room	2	Sets	
1.5	Fire Alarm & NOVEC 1230 based Gas Suppression System	1	Set	
1.6	Rodent Control System	1	Set	
1.7	Water Leak Detection System	1	Set	
1.8	BMS & DCIM Software & Accessories (Complete Solution as required)	1	Set	
1.9	Environment Management System (EMS) & Accessories (Complete Solution as required)	1	Set	
1.10	Biometric Door Access System (as required)	1	Set	
1.11	IP Dome Surveillance Camera (as required)	1	Set	
1.12	Portable Fire Extinguisher (as required)	1	Set	
1.13	DG Set 320KVA with AMF	2	Nos.	
1.14	Server Racks of 10 KW capacity	34	No.	
1.15	VESDA	1	Set	
1.16	IT infrastructure sizing and detailed technical specifications as per Chapter-06 of RFP/ IT infrastructure detailed technical specification	1	Set	
1.17	Video Wall for 24x7 monitoring, Super Narrow Bezel LED Display, 24x7 rated, 4 x 55" in tile configuration with accessories	1	No.	
1.18	Media Safe	1	No.	
1.19	Workstations alongwith one Desktop computer			

	(Minimum i7 or equivalent processor, RAM- DDR4 8 GB & Storage 1TB)	120	No	
1.20	Structured Cabling	1	Set	
1.21	Antivirus Software solution	1	Set	

Bill of Material for DCDR				
Sl.	Item	Qty	UOM	IC %
2.1	DR DC Civil, Electrical and Interiors	1	Set	
2.2	DR DC In-Row Cooling Solution	1	Set	
2.3	Centralised Integrated Building Air conditioning using VRV/VRF system	1	Set	
2.4	Modular UPS 200 KVA scalable to 400 KVA for server room	1	No.	
2.5	Fire Alarm & Novec 1230 based Gas Suppression System	1	Set	
2.6	Rodent Control System	1	Set	
2.7	Water Leak Detection System	1	Set	
2.8	DCIM Software	1	No.	
2.9	Environment Management System (EMS)	1	No.	
2.10	Biometric Door Access System (as required)	1	Set	
2.11	IP Dome Surveillance Camera (as required)	1	Set	
2.12	Portable Fire Extinguisher (as required)	1	Set	
2.13	DG Set 150KVA with AMF	1	Set	
2.14	Server Racks of 10 KW capacity	18	No.	
2.15	Transformer, HT panel and PCC	1	Set	
2.16	IT infrastructure as per detailed technical specifications	1	Set	
2.17	Video Wall for 24x7 monitoring, Super Narrow Bezel LED Display, 24x7 rated, Full-HD, 700nit, HTML5 browser, 30'x10' in tile configuration with accessories for "Command Centre" and "20'x10' for Security Operations Centre (SOC)	1	Set	
2.18	Media Safe	1	No.	
2.19	Command and Control Centre Software System (as required)	1	Set	

2.20	Workstations one Desktop computer (minimum i7 or equivalent processor, RAM- DDR4 8 GB & Storage 1TB)	120	Nos.	
2.21	Structured Cabling	1	Set	
2.22	KVM Switch with Console	1	Set	
2.23	Antivirus Software solution	1	Set	
2.24	External boundary/ security wall for 04 acres of land	1	Set	
Bill of Material for NLDC				
Sl.	Item description	Qty	UOM	IC %
3.1	NLDC Civil, Electrical and Interiors	1	Set	
3.2	NLDC In-Row Cooling Solution	1	Set	
3.3	Building Air conditioning	1	Set	
3.4	Modular UPS as per above defined capacities with Lithium-ion batteries for server room	2	Set	
3.5	Fire Alarm & NOVEC 1230 based Gas Suppression System	1	Set	
3.6	Rodent Control System	1	Set	
3.7	Water Leak Detection System	1	Set	
3.8	DCIM Software & Accessories (Complete Solution as required)	1	Set	
3.9	Environment Management System (EMS) & Accessories (Complete Solution as required)	1	Set	
3.10	Biometric Door Access System (as required)	1	Set	
3.11	IP Dome Surveillance Camera (as required)	1	Set	
3.12	Portable Fire Extinguisher (as required)	1	Set	
3.13	DG Set 100KVA with AMF	2	No.	
3.14	Server Racks of 10kW (as required)	5	No.	

3.15	IT infrastructure sizing and detailed technical specifications as per Chapter-06 of RFP/ IT infrastructure detailed technical specification	1	Set	
3.16	Structured Cabling	1	Set	

Annexure-VIII: Non-Disclosure Agreement (NDA) Format

Appendix M (Refers to Para 4 of RFP)

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into by and between SHQ/MoD (Disclosing Party) and RailTel Corporation located at New Delhi (Receiving Party) for the purpose of preventing the unauthorized disclosure of confidential information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of the RFP for procurement of (name of the Project).

1. For purpose of this Agreement, “Confidential Information” shall include all information or material in which Disclosing party is engaged. If confidential information is in written form, the Disclosing party shall label or stamp the materials with the word “Confidential” or some similar warning. If confidential information is transmitted orally, the Disclosing Party shall promptly provide a written communication indicating that such oral communication constituted confidential information.
2. Receiving party shall hold and maintain the confidential information in strictest confidence for the sole and exclusive benefit of the Disclosing party. Receiving party shall carefully restrict exercise to confidential information to employees, contractors and third parties as is reasonably required and shall require those persons to sign non-Disclosure restriction at least as protective as those in this Agreement. Receiving party shall not, without prior written approval of Disclosing party, use, publish, copy, or otherwise disclose to others, or permit the use by others or to the detriment of Disclosing party, any confidential information. Receiving party shall return to the Disclosing party any and all record, notes and other written, printed or tangible materials in its possession pertaining to confidential information immediately if Disclosing party requests, it in writing.
3. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.
4. If any provision of this Agreement is held to be invalid or unenforceable by court of law, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
5. This agreement expresses the complete understating of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement shall not be amended except with the written consent of both the parties.

6. That in case of violation of any clause of this Agreement, the Disclosing party is at liberty to terminate the services of receiving party without assigning any reason and shall also be liable to proceed against in a Court of Law.
7. This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such parties. Each party has signed this Agreement through its authorized representatives.

Disclosing Party

Signature

Received Party

(Signature

(Typed or Printed name) Date

Annexure –IX

Sub-Work C: Past Performance details

S.No	Description	Details by the tenderer	Remarks, If any
1	Name of the Work		
2	Value of the work		
3	Letter of Award No and Date		
4	Original Period of completion		
5	Extended period of completion		
6	Portion of Non-IT Infrastructure/Civil of Data Center		

Annexure: X**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 for.....
..... The 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.

- 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

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 sub-contractors. 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 & credible Independent External Monitors 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 Monitors 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.
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 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.

(For & on behalf of the principal)
(Office Seal) (Office Seal)

(For & On behalf of Bidder/Contractor)

Place _____

Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Annexure: XI

Onsite Manpower for DC/DR

Manpower plays a vital role to sustain the entire system to deliver intended results., it is imperative, that the Data Centre, Near DC, DR Data Centre and Networking need to be provided centralized support by the SI on 24 x 7 x 365 basis for the entire life cycle of the project. In consideration of the factors brought out in the preceding paras, requirement of following technical manpower is recommended for duration of 05 years.

Sl.	Generic Description (DC)	CID	Qty.	License
				Metric
SERVICES - AMC/ MANPOWER SUPPORT FOR 05 YRS (ONE-TIME/RECURRING) (DC)				
Manpower, Non-ICT				
1	Data Centre Facility cooling, power & floor management, L1, 24x7	C33	1	No.
2	Data Centre Facility cooling, power & floor management, L2	C33	1	No.
3	DCIM, IBMS Support, L2, 24x7	C33	1	No.
4	Fire Prevention & Protection Officer, L2	C33	1	No.
5	Service Desk Support Engineer, 24x7	C33	1	No.
6	Support for L2, L3 offsite manpower, Facility Management	C33	5	Yrs
SERVICES - AMC/ MANPOWER SUPPORT FOR 05 YRS (ONTIME/ RECURRING) (DR)				
Manpower, Non-ICT				
1	Data Centre Facility cooling, power & floor management, L1, 24x7	C33	1	No.
2	Data Centre Facility cooling, power & floor management, L2	C33	1	No.
3	Support for L2, L3 offsite manpower, Facility Management	C33	5	Yrs
For details about CID, refer MOD's DCG RFP				

Support Level & Exit Management for DC and DRDC

- L2 support engineers shall be OEM certified and having minimum experience of 03 year. All L2 engineers shall be able to maintain the system independently. Issues not resolved by L2 shall be escalated to OEM support being L3.
- L1 support engineers shall be a combination of ICG service personnel and SI/ OEM manpower initially trained by specialist L2 engineers as on-job training.
- Onsite/ offsite manpower and support be provided as required to meet SLA.