

# **RailTel Corporation of India Ltd**

**(A NavRatna CPSU under Ministry of Railways)**



## **NOTICE INVITING EXPRESSION OF INTEREST (EOI)**

**EOI No. : RCIL/EoI/CO/BD/24/08/SmartMeter-03**

**Dated 24<sup>th</sup> NOV 2025**

Expression of Interest (EOI) for "***Selection of Partner for Providing Services for Implementation and O&M of cloud services for hosting Smart Meter solution for a customer.***"

Issued by:

**RailTel Corporation of India Ltd**

**(A NavRatna CPSU under Ministry of Railways)**

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**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

### **SCHEDULE OF EVENTS**

1	EOI Document Availability	EOI document can be downloaded from RailTel's website <a href="http://www.railtelindia.com">http://www.railtelindia.com</a> from 24-NOV-2025 onwards till last date of submission of the EOI.
2	Cost of the EOI Document	NIL
3	EOI Earnest Money Deposit (EOI-EMD) to be submitted along with EOI Response	₹ 5,00,000/- (Rs. Five Lakh Only) .(To be paid via online bank transfer through online Procurement Porta at e-Nivida).  RailTel Bank Details for online payment:  Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064.
4	Last date of submission of response to EOI Response	1500 Hrs on 27-Nov-2025
5	Date & Time of Opening of EOI Response	1530 Hrs on 27-Nov-2025
6	Mode of Submission of EOI Response	Online on <a href="https://railtel.enivida.com">https://railtel.enivida.com</a> only

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

#### **Contact Details for this EOI :**

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#### **NOTE:**

- I. All firms are required to submit hard copy of their EOI submissions, duly signed by Authorized Signatories having Power of Attorney with Company seal and stamp.
- II. The EOI response is invited from empaneled business partners of RailTel. Only RailTel empaneled business partners are eligible for participation in EOI process.

## 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. Purpose of EOI

RailTel intends to setup a dedicated cloud at Chennai for one of its client to host the smart meter applications of various end users (Power distribution agencies) as per requirement of the client and accordingly intends to on-board a suitable partner, who can provide the required IT infrastructure on OPEX lease model for creating dedicated cloud for RailTel's client. Rack Space, Power, Network Connectivity at the DC facility will be provided by RailTel's client.

RailTel has been selected by the client to provide DC & DR services for the applications to be hosted for their smart meter application for the end users who are providing electricity connections. The primary cloud is required to be created at RailTel's client premises in Chennai by the selected partner. While the DR services shall be provisioned by RailTel at its own Gurgaon DC.

After selection, the partner shall also help RailTel in drafting the technical-commercial proposals for future requirements and after receiving of confirmed order from end customer, the PO to Partner on back to back terms and conditions shall be issued by RailTel.

## 3. Objective of EOI

- a. To establish a robust and scalable data centre infrastructure for primary cloud at Chennai location of RailTel's client.
- b. To ensure the secure and efficient operation of the servers, network devices, DR replication tools and storage systems at DC site

- c. To implement appropriate security stack to monitor:
- i) Server Installation and Configuration: Install and configure servers with the necessary operating systems, drivers, and applications.
  - ii) Network Devices Configuration: Set up network devices, including routers, switches, and firewalls, with the appropriate configurations for seamless data communication.
  - iii) Storage System Setup: Install and configure the storage systems to provide reliable data storage and retrieval.
  - iv) Security Software Implementation: Install and configure security software, including firewalls, antivirus, and other security modules, to ensure the protection of the infrastructure.
  - v) Documentation: Create comprehensive documentation of the setup and configuration as per survey.

## **4. Scope of Work & Partner Selection**

4.1. The brief scope of work is:

### **4.1.1 Managed Services**

1. OS Management:

- Regular updates, patching, and maintenance of operating systems
- Configuration management and optimization.
- Monitoring for OS health and performance.

2. Database Management:

- Database installation, cluster configuration, and maintenance.
- Performance tuning and optimization.
- Backup and recovery strategies.
- Regular patching and updates.

3. Network Management

- Management of internal and external network connectivity.
- Network configuration and maintenance.
- Monitoring network performance and security.

#### 4. Security Management

- Implementation, Integration and maintenance of security infrastructure.
- Regular security and Vulnerability Assessments.
- Incident response and security breach management.
- Applying patches and updates to maintain security.

#### 5. Monitoring + Helpdesk Team

- 24/7 monitoring of Infrastructure and Services Support.
- Swift response to alerts and incidents assignment.
- Helpdesk support for end users to ensure timely response and resolution for reported tickets.

#### 6. Patch Management

- Timely application of patches and updates.
- Ensuring systems are protected against known vulnerabilities.

### **4.1.2 Incident Management**

#### 1. ITIL-based Level 1, 2 & 3 Support system

- Round-the-clock support for different levels of technical issues.
- Team and shift management to ensure 24x7 support windows.
- Troubleshooting and resolution of reported incidents.
- Providing guidance and expertise for complex problems.

#### 2. Incident, Problem & Change Management

Management

- Efficient process to handle and resolution of incidents and problems tickets.
- Efficient approach to follow the Change Management process.
- Periodic Review, Tracking and reporting on Incidents, Problems, and Changes.

#### 3. Knowledge-base & FAQ

- Creating and maintaining a repository of known Issues and instant solutions as per industry standard practices.

-Developing a comprehensive FAQ for common issues and maintain to access.

#### 4.1.3 Service Management

##### 1. 24x7 Helpdesk Support

- Continuous availability of helpdesk support.
- Swift response and Incident resolution.
- Enable effective communication mode to end users.

##### 2. Problem/Technical Management

- In-depth analysis and resolution of recurring issues.
- Implementing preventive measures to avoid future incidents.

##### 3. Change Management

- Careful planning, testing, and implementation of changes after approvals.
- Minimizing risks associated with changes and impact on business support system.

##### 4. Escalation Management/Support Matrix

- Clearly defined escalation paths and support contacts.
- Ensuring timely resolution during escalation and communication.

4.2. Interested partners need to submit their EoI response in form of duly signed and stamped and sealed techno-commercial bid within the stipulated date and time, as mentioned in this EOI document.

4.3. Interested partners may note that this is a 'Single Packet Single Envelope' Bid.

4.4. Only bids submitted within the stipulated time mentioned in this EOI document will be opened.

4.5. For the opened bid, the bidder will be selected on the basis of **lowest "Resultant Figure after applying Quoted % Value without Taxes" quoted** against complete 'Scope of Work' as cited in Clause 4.1. above and Clause 5, subject to the respective overall bid is complying to the requirements of this EOI and the technical solution details (comprising of reputed OEM with model for Deliverables and overall Deployment Architecture) are accepted by RailTel's Client. It may be noted that in case RailTel's Client do not accepts the technical solution details, the bid of respective bidder will not be considered and technical solution details of next bidder in order will be shared with RailTel's Client for acceptance. Decision of RailTel's Client will be binding in this regard. The so-selected partner will be termed as 'Commercially Suitable Partner (CSP)'. Further, RailTel reserves the right to negotiate with the interested partner. Annexure-05 of this EoI may be referred for details.

4.6. As of now, EoI response from interested partners is invited considering that the selected partner will be responsible for delivering a complete 'Scope of Work' as cited at Clause 4.1. above. However, RailTel, at its discretion, may take up a certain portion/percentage of 'Scope of Work' by communicating to the Interested partners at any point of time during the engagement period. In this scenario, commercial engagement with the interested partner will be for that portion/percentage only, which has not been taken by RailTel. Accordingly, the resultant value of work will be derived based on the negotiated (*in case*) commercial bid of the interested partner. Moreover there shall be no minimum business commitment from RailTel.

4.7. The submitted bid (technical and commercial) should be valid for 180 days from the last date of submission of the EOI response, as mentioned in this EOI document.

## **5. Detailed Scope of Work**

### **5.1 Creation of Private Cloud**

For the Smart Meter Project, the customer is required to adopt cloud hosting utilizing the robust OpenStack platform. By leveraging the power of the cloud, the project aims to optimize data management, improve operational agility, and enhance customer experience. The project's applications will be hosted on a state-of-the-art cloud infrastructure, enabling seamless integration, real-time monitoring, and advanced analytics for efficient energy consumption management. With cloud hosting, applications can scale resources dynamically, ensure high availability, and provide a secure data storage and processing environment.

#### High Available Architecture

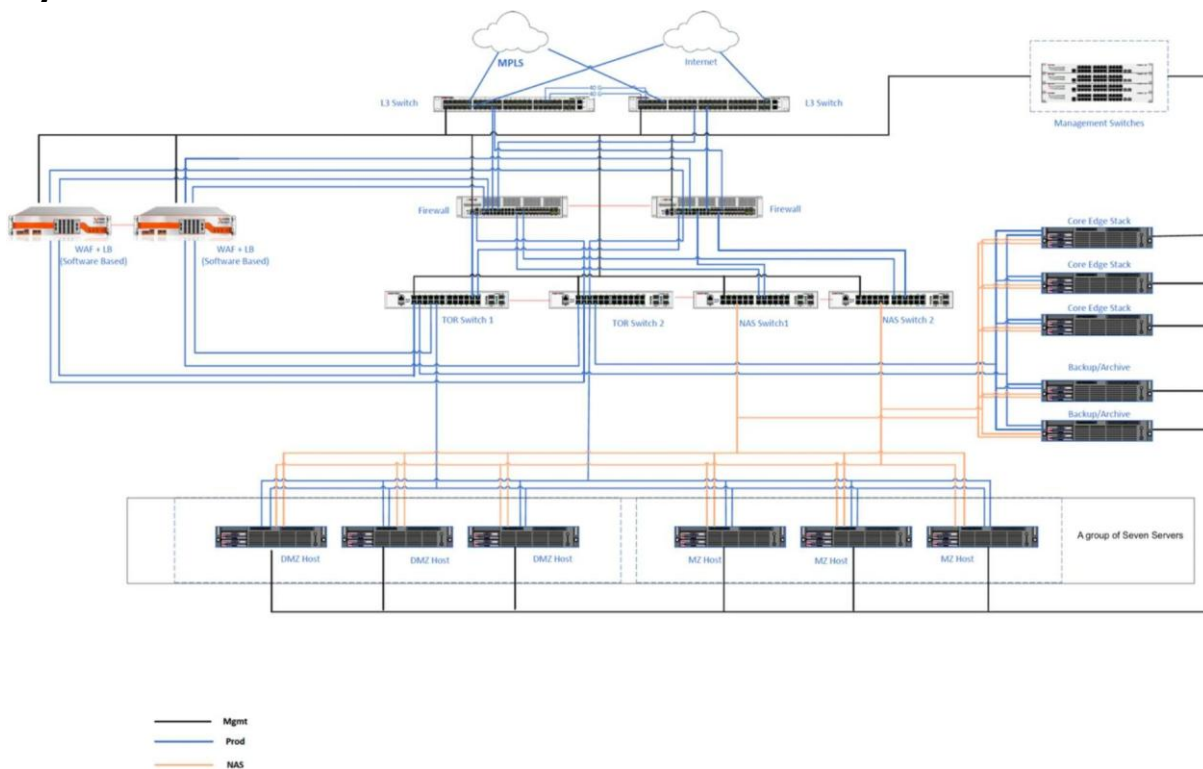
High Availability (HA) architecture refers to a system design approach that aims to minimize downtime and ensure continuous operation of critical applications or services. It involves implementing redundant components and mechanisms to mitigate the impact of hardware or software failures, network disruptions, or other unforeseen events. The primary goal of HA architecture is to provide reliable and uninterrupted access to applications, data, and services.

#### Scalability

5.1.1 HA architecture is designed to be scalable, allowing the system to handle increased workloads and growing demands. Horizontal scalability, achieved through the addition of more servers or instances, is commonly used to maintain performance and availability



## 5.2 Physical Architecture



1. **Server Configuration:** Configure servers with the necessary operating systems, drivers, and applications.
2. **Network Devices Configuration:** Ensure network devices, including routers, switches, and firewalls with the appropriate configurations for seamless data communication.
3. **Storage System:** Provide and configure the storage systems to provide reliable data storage and retrieval.
4. **Security Software Implementation:** Configure security software, including firewalls, antivirus, and other security modules, to ensure the protection of the infrastructure.
5. **"Disaster Recovery (DR) as a Service" (DRaaS)** ensuring the setup, management, and maintenance of disaster recovery infrastructure and processes on RailTel cloud in Gurgaon DC. The scope of work for DRaaS will be proportionate of DC infra volume as per solution.
6. In DRaaS designing and provisioning the necessary infrastructure for disaster recovery, which will include cloud-based shared resources, backup servers, storage solutions, and network connectivity. Configuring Native replication and standard synchronization mechanisms to ensure that data is continuously replicated to the DR environment in real-time or at regular intervals.
7. **Documentation:** Create comprehensive documentation of the setup and configuration.

## 5.3 Operation & Maintenance (O & M) of Private Cloud

**a. Managed Services****1. OS Management:**

- Regular updates, patching, and maintenance of operating systems
- Configuration management and optimization.
- Monitoring for OS health and performance.

**2. Database Management:**

- Database installation, configuration, and maintenance.
- Performance tuning and optimization.
- Backup and recovery strategies.
- Regular patching and updates.

**3. Network Management**

- Management of internal and external network connectivity.
- Network configuration and maintenance.
- Monitoring network performance and security.

**4. Security Management**

- Implementation, Integration and maintenance of security infrastructure.
- Regular security and Vulnerability Assessments.
- Incident response and security breach management.
- Applying patches and updates to maintain security.

**5. Monitoring + Helpdesk Team**

- 24/7 monitoring of Infrastructure and Services Support.
- Swift response to alerts and incidents assignment.
- Helpdesk support for end users to ensure timely response and resolution for reported tickets.

**6. Patch Management**

- Timely application of patches and updates.
- Ensuring systems are protected against known vulnerabilities.

**b. Incident Management****1. ITIL based Level 1, 2 & 3 Support system**

- Round-the-clock support for different levels of technical issues.

- Team and shift management to ensure 24x7 support windows.
- Troubleshooting and resolution of reported incidents.
- Providing guidance and expertise for complex problems.
- Publish agreed SLA reports to the stakeholder during O&M.

## **2. Incident, Problem & Change Management**

- Efficient process to handle and resolution of incidents and problems tickets.
- Efficient approach to follow the Change Management process.
- Periodic Review, Tracking and reporting on Incidents, Problems, and Changes.

## **3. Knowledge-base & FAQ**

- Creating and maintaining a repository of known Issues and instant solutions as per industry standard practices.
- Developing a comprehensive FAQ for common issues and maintain to access.

### ***c. Service Management***

#### **1. 24x7 Helpdesk Support**

- Continuous availability of helpdesk support.
- Swift response and Incidents resolution.
- Enable effective communication mode to end users.

#### **2. Problem/Technical Management**

- In-depth analysis and resolution of recurring issues.
- Implementing preventive measures to avoid future incidents.

#### **3. Change Management**

- Careful planning, testing, and implementation of changes after approvals.
- Minimizing risks associated with changes and impact on business support system.

#### **4. Escalation Management/Support Matrix**

- Clearly defined escalation paths and support contacts.
- Ensuring timely resolution during escalation and communication.

### **5.4 Consulting Services:**

#### **a. Scope of Consulting Man-Days**

Consulting man-days shall cover the following activities:

##### **1. Assessment & Planning**

- Requirement gathering and analysis
- System study, gap assessment, and documentation
- Technology or infrastructure roadmap preparation
- 2. Design & Architecture
  - Solution architecture design and validation
  - Security and compliance framework design
  - Network and system design review
- 3. Implementation Support
  - Configuration, integration, and deployment assistance
  - Coordination with OEMs and client teams
  - User Acceptance Testing (UAT) and go-live support
- 4. Advisory & Governance
  - Strategic IT consulting and governance framework design
  - Policy, SOP, and process formulation
  - Technical review and optimization advisory
- 5. Training & Knowledge Transfer
  - Conducting workshops and hands-on training sessions
  - Documentation and knowledge handover to client teams

b. Consulting BOM

UOM	Consulting Description
Mandays	700 in ICT and Cybersecurity

## 5.5 Augmentation of Infrastructure Services:

The Change Request Management process under IT Infrastructure Services shall include:

### a. Change Identification and Logging

- Receive, record, and acknowledge all change requests initiated by users, operations teams, or management.
- Maintain a centralized **Change Request Register** or use the **ITSM / ticketing tool** for tracking.

### b. Change Classification and Assessment

- Categorize changes as **Standard, Normal, or Emergency**.
- Assess business impact, risk, dependencies, and resource requirements.
- Identify potential downtime and rollback plans.

### c. Change Evaluation and Approval

- Conduct technical review and impact analysis by relevant teams.
- Obtain approvals from the **Change Advisory Board (CAB)** or designated authority before implementation.

**d. Change Implementation**

- Schedule and execute approved changes during designated maintenance windows.
- Communicate planned changes to stakeholders and end-users in advance.
- Implement backup and rollback mechanisms as precautionary measures.

**e. Post-Implementation Review**

- Verify successful completion and validate system performance.
- Record lessons learned and document the outcome.
- Update configuration and asset management databases (CMDB).

**Deliverables**

- Change Request records with approval and implementation details.
- Impact and risk assessment documentation.
- Post-implementation and closure reports.
- Updated configuration documentation reflecting approved changes.

**5.6 Capacity BOM for creation of Private Cloud****a) Indicative BOM sizing for Cloud**

The bidder shall provide the detailed infrastructure for the cloud:

**1) PROJECT-1 (STATE 1)**

UOM	STATE 1 Infra Sizing	
Core	VCPU	1692
Core	CPU	423
GB	RAM	9694
GB	SAN	21207
GB	Data Disk	386661
Nos	Server (Core n RAM)	9

**2) PROJECT-2 (STATE 2)**

UOM	STATE 2 Infra Sizing	
Core	VCPU	960
Core	CPU	240

GB	RAM	7360
GB	SAN	30924.8
GB	Data Disk	66764.8
Nos	Server (Core n RAM)	7

### 3) PROJECT-3 Consulting BOM

UOM	Consulting Description
Manday	700 in ICT and Cybersecurity

### 4) PROJECT-4 Add on Infra for 4 States

UOM	Instance-1 Infra Sizing	
Core	VCPU	128
Core	CPU	32
GB	RAM	1221
TB	SAN	18
TB	Data Disk	13

UOM	Instance-2 Infra Sizing	
Core	vcpu	580
Core	CPU	145
GB	RAM	4344
TB	SAN	32
TB	Data Disk	140

UOM	Instance-3 Infra Sizing	
Core	vcpu	276
Core	CPU	69
GB	RAM	2154
TB	SAN	31
TB	Data Disk	77

UOM	Instance-4 Infra Sizing	
Core	vcpu	714
Core	CPU	178
GB	RAM	6770
TB	SAN	106
TB	Data Disk	288

## 5) PROJECT-5 Add on Infra for States -7

UOM	Instance-5 Infra Sizing	
Core	vcpu	612
Core	CPU	154
GB	RAM	5803
TB	SAN	90
TB	Data Disk	246

### b) Indicative Infrastructure required for Cloud creation and augmentation of Infrastructure

For the provision of above BOM, the bidder is expected to use the active / IT infrastructure conforming to be detailed specifications as detailed below. The bidder may choose to provision this infrastructure through new deployment / upgradation / expansion as the case may be for ensuring seamless cloud services to the customer. However, in any of the scenario the bidder is required to ensure maintaining proper record of the assets with clear demarcation in terms of physical infrastructure / virtual infrastructure / licenses / etc. allocated for this project.

The indicative specifications suggested to be used by the bidder shall be as under:

SNO	Component	Model	Qty
1	Server Type 1	2 * 32 Core Processor (Gen2 or Higher), 1024 GB RAM DDR4 3200MHz, 2*480GB NVMe ssd with RAID 1, 2*10/25G Dual Port Network card ,4 *1G Copper Port,6* 7.5 TB Gen4 NVM eSSO, NVMe Raid Controller,Dual Power Supply	As per Sizing / As per Add on Sizing
2	Server Type 2	2 * 16 Core Processor (Gen2 or Higher),512 GB RAM DDR4 3200MHz,2 *1TB SSD,1* 10/25G Dual Port Network Card ,4 *1G Copper Port,Dual Power Supply	As per Sizing / As per Add on Sizing

3	Server Type 3	2 * 12 CoreProcessor (Gen2 or Higher), 512 GBRAM DDR4 3200MHz, 2 •480GB NVMe SSD with RAID 1, 50TB Usable NLSAS 7200RPM,2 * 1.92TB SSD,1*10/25G Dual Port Network Card ,4 * 1G Copper Port,Dual Power Supply	As per Sizing / As per Add on Sizing
4	NAS Switch	Laver 2/3 FortiGate switch controller compatible switch with 24x GE/10GE SFP/SFP+ slot and 2 x 100GE QSFP28.Dual PC power supplies	As per Sizing / As per Add on Sizing
5	ToR switch	Laver 2/3 FortiGateswitch controller compatible switch with 48x25G(SFP28) +8x100G (QSFP28)+2x10G (SFP+). Dual PC power supplies	As per Sizing / As per Add on Sizing
6	Management Switch	Laver 2/3 FortiGate switch controller compatible switch with 48 x GERJ45 ports, 4x 10GESFP+	As per Sizing / As per Add on Sizing
7	L3/CORES Switch	Laver 2/3 FortiGate switch controller compatible switch with 48x25G(SFP28) +8x100G (QSFP28)+2x10G (SFP+). Dual AC power supplies	As per Sizing / As per Add on Sizing
8	Firewall	4x 25G SFP28 slot 4 x 10GE SFP+ slots,17x GE RJ 45 ports (including1x MGMTport, 16 x switch ports), 1 X 2.5G HA port, 8 x GE SFP slots,SPU NP7 and CP9 hardware accelerated, dual AC PSU. Unified Threat Protection (UTP) (IPS,Advanced Malware Protection,Applicition Control, URL, DNS & Video Fiitering, Ant Ispam Service, and FortiCare Premium)	As per Sizing / As per Add on Sizing
9	WAF & NLB (for SSL offloading)	Application Delivery Controller 4x G E RJ 45 ports,4 x SFP G E port 2 x SFP+ 10GbE ports, 1 x 128GB SSO storage. Hardware SSL Accelerator, Optional Redundant PSU	As per Sizing / As per Add on Sizing
10	AD	Windows server standard with 50 CAL user	As per Sizing / As per Add on Sizing
11	SIEM	Upto 2000 EPS	As per Sizing / As per Add on Sizing
12	PAM (PrivAccess Management)	Capacity based licensing	As per Sizing / As per Add on Sizing
13	AV	Capacity based licensing	As per Sizing / As per Add on Sizing
14	Backups for App & DB	Capacity based licensing	As per Sizing / As per Add on Sizing
15	Forti Authenticator	Capacity based licensing	As per Sizing / As per Add on Sizing
16	VPN for maintenance activities	Capacity based licensing	As per Sizing / As per Add on Sizing
17	DC Aggregation switch	HA mode	As per Sizing / As per Add on Sizing
18	DC Aggregation router	HA mode	As per Sizing / As per Add on Sizing



## 6. Compliance Requirements for Interested Bidder

6.1. The interested partner (also called as 'interested bidder') should be an Empanelled Partner with RailTel on the date of bid submission. Copy of RailTel's Empanelment Letter may be submitted in this regard.

6.2. The interested partner should submit EOI Earnest Money Deposit (EOI-EMD) in form as per the details mentioned in this EOI document. EOI response without 'EMD' details is liable for rejection without assigning any further notice.

6.3. The interested bidder should comply to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions.

6.4. The interested bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body in India, on the last date of submission of EOI.

6.5. There should not be any ongoing or past, arbitration case(s) between 'RailTel' and 'Interested Bidder' on the last date of submission of EOI.

6.6. The interested partner should have a valid Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of EOI.

6.7. In addition to the above, interested partner should comply to below requirements:

Sr No	Requirement	Explanation	Documents Required
1	Certifications	Interested Bidder should possess below Certifications (any 2) which are valid on the date of bid submission: <ul style="list-style-type: none"> <li>• CMMI Level 3</li> <li>• ISO 9001</li> <li>• ISO 20000</li> <li>• ISO 27001</li> </ul>	Copy of Valid Certificate
2	Experience in ICT Services	The Interested Bidder should have successfully executed and maintained / maintaining, project involving supply of IT components for for any Govt./PSUs/Enterprise in India, during last 05 (Five) years with the contract value of: <ul style="list-style-type: none"> <li>• Single project of value <math>\geq</math> INR 60 Crore or</li> <li>• 02 projects of value <math>\geq</math> INR 40 Crore each or</li> <li>• 03 projects of value <math>\geq</math> INR 30 Crore each</li> </ul>	Certificate duly signed by CA/Auditor having details of the project supported by a copy of Customer's Work Order or Go-live or Completion certificate

Sr No	Requirement	Explanation	Documents Required
3	Financial Experience	Cumulative Average Turnover of Rs. 150 Crore during the last 03 financial years. Net worth should be positive as at 31 <sup>st</sup> March 2025	CA Certificate
4	Employee Strength	The Interested Bidder should have at least 25 professionals working in area of Data Center Implementation / Infrastructure / Security / Server / Network. All the resources should be on the interested bidder's payroll on the date of submission of bid.	HR Certificate along with list of employees

6.8 The interested bidder should submit technical solution details (comprising of reputed OEM with model for Deliverables and overall Deployment Architecture) along with the bid.

**Note:** The interested bidder should submit a duly signed and stamped EOI cover letter in the format mentioned at Annexure-01 of this EOI document as unconditional submission of meeting the clauses mentioned above, from Clause 6.1 to Clause 6.8.

## 7. Proposal Preparation and Submission Cost

7.1. The interested partner 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.

## 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](http://www.railtelindia.com)) website only. Interested partners are advised to visit the RailTel website on a regular basis to check necessary updates. RailTel also reserves the right to amend the dates mentioned in this EOI for the bid process. RailTel may, at its discretion, extend the last date for receipt of EoI response.

## 9. Bid Validity Period

9.1. The bids of Interested partners shall remain valid for 180 days from the last date of submission of the EOI.

9.2. RailTel may request for an extension of the period of validity. The request and responses there to shall be made in writing through e-mail communication only.

9.3 Any bid received by RCIL after the deadline for submission of bids will be rejected and/or returned unopened to the bidder.

## **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 interested partner's participation in this process may result in RailTel selecting the INTERESTED PARTNER 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 interested partner 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 the English language is to be duly attested by the Authorised Signatory of the interested partner.

## **12. Submission of Bid**

12.1. The interested partner should consider any Corrigendum to this EOI document that may have been published before submitting their EOI response. The bid is to be submitted in the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.

12.2. Interested partners in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.

12.3. An Organization / Interested Partner can submit only 'One EOI Response'. Submission of multiple EOI Response by interested partner(s) may lead to rejection of all of its bid.

### 13. Rights to Accept / Reject any or all EOI Response

13.1. RailTel reserves the right to accept or reject any EOI Response, 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 interested partner(s) / INTERESTED PARTNER, or any obligation to inform the affected Bidders of the ground for RailTel's action.

### 14. Payment Terms and PBG.

14.1 Payment will be made to the CSP only after receiving of the payment from the Client within 10 working days from receiving of such payment from Partner invoice whichever is later on submission of Tax invoice by CSP to RailTel.

14.2 All payment/SLA terms shall be in accordance with agreement between RailTel and Client.

14.3 Any penalty/deduction made by customer shall be passed on to the selected firm on actual basis.

14.4 The quoted annual recurring charges shall be applicable for 10-year period from the date of issuance of Work Order by RailTel to CSP. However, the order shall be released for the defined period depending upon client's Orders to RailTel.

14.5 CSP's Bill Passing Authority is BD Dept./CO and Bill Paying Authority is CO Finance, or as decided at RailTel from time-to-time.

14.6 PBG: Successful bidder has to furnish security deposit equal to value of PBG submitted by RailTel to the customer. In case, where RailTel is not required to submit any PBG to the customer, the selected bidder shall submit the following PBG:

a) **Against One-Time Charges (OTC):** PBG in the form of Performance Bank guarantee @ 3% of One-Time Charges as per issued PO/ LOA value with tax valid for initial minimum period upto expected Go-live plus one month. Such PBG shall be returned to Partner after release of such OTC payment against the Go-live.

b) **Against Annual Recurring Charges (ARC):** PBG in the form of Performance Bank guarantee @ 3% of Annual Recurring Value as per issued PO/ LOA value with tax valid for initial period of 1 Year which shall be extended each year before the expiry of validity. Such Performance Bank Guarantee will be returned after completion of the contract period.

c) Both the PBG (against OTC & ARC) 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 any Scheduled Bank as per the format provided in the EOI.

## 15. Special Terms and conditions

- 15.1 The items required under the contract shall be delivered at Client location (Chennai). CSP will be responsible for successful Supply, Installation, testing and Commissioning (SITC) of the delivered items and further Operations and Maintenance during the Work Order period.
- 15.2 The bidder shall be responsible to manage / maintain / rectify / replace (as applicable) all the hardware/software items supplied under the contract at its own cost to ensure continuity of the services to RailTel's Client. No separate cost other than contracted LOA / PO value shall be payable by RailTel towards the same.
- 15.3 All items supplied under the contract shall be for exclusive use by the named Client of RailTel only. At no point in time this shall become the property of RailTel or its customer and ownership of the items as mentioned in BOM shall be with bidder.
- 15.4 Necessary manpower for maintaining operations may be deployed by the CSP on need basis, at the Client location. CSP may also deploy manpower at RailTel Gurgaon Data Centre, to cater the co-ordination needs of the project, in view of DR of Client project at RailTel DC Gurgaon.
- 15.5 Any future requirements of the Client shall be given to the selected Partner at the sole discretion of RailTel.
- 15.6 **Delivery Timelines:** As per end client Order.
- 15.7 **Price Validity for Annual Recurring Cost shall be for 10 years from the date of issue of Work Order to CSP.**

## 16. Other Terms and Condition

1. Bidders are requested to quote their best commercial (in %).
2. Unless otherwise specified, all prices quoted must remain firm except for statutory variation in taxes and duties during the contractual period. Any increase in taxes and duties after the expiry of the delivery period will be charged to the CSP's account.
3. The offer should be typewritten, and any correction or overwriting should be initialled. Rates should be indicated in words and figures.
4. RCIL shall have the right to terminate the contract by giving 3 months notice without assigning any reasons thereof. However, in the event of any breach of terms of the contract, RCIL will have right to terminate the contract by written notice to the CSP.
5. RCIL may place the order in full or partial manner based on customer requirement.

## **17. Duration of the Contract Period**

17.1. The contract duration shall be the same as of the customer's contract duration with RailTel until otherwise terminated earlier. Initial duration of the contract will be 10 years from the date of issuance of Work Order. The contract duration can be renewed/extended by RailTel at its discretion in case the customer extends/renews services with RailTel by virtue of extending/renewing / new issuance of Purchase Order placed by the Client to RailTel. Further, in case Client enhances the contract value for the pertinent contract with RailTel, the value of Work Order to CSP can be enhanced by RailTel, on already existing terms.

## **18. Restrictions on 'Transfer of Agreement'**

18.1. The interested partner 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.

## **19. Suspension, Revocation or Termination of Contract / Agreement**

19.1. 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.

19.2. 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 selected partner, terminate/or suspend the contract / agreement under any of the following circumstances:

- a) The selected partner failing to perform any obligation(s) under the contract / agreement.
- b) The selected partner 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 client for the pertinent tender.
- d) The selected partner going into liquidation or ordered to be wound up by competent authority.
- e) If the selected partner 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.
- f) It shall be the responsibility of the selected partner 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 selected partner.

## **20. Dispute Settlement**

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

20.2. All arbitration proceedings shall be conducted in English.

## **21. Governing Laws**

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

## **22. Statutory Compliance**

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

## **23. Intellectual Property Rights**

23.1. Each party i.e. RailTel and selected partner, 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.

23.2. 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 EoI and subsequent contract in any circumstances.

## **24. Severability**

24.1. In the event any provision of this EOI and subsequent contract with selected partner 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.

## **25. Force Majeure**

25.1. If during the contract period, 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.

25.2. 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.

## **26. Indemnity**

26.1. The INTERESTED PARTNER 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 INTERESTED PARTNER or
- b) The failure by the INTERESTED PARTNER 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 INTERESTED PARTNER pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by INTERESTED PARTNER 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 ECT or any third party against RailTel arising out of any act, deed or omission by the INTERESTED PARTNER or
- d) Claim filed by a workman or employee engaged by the INTERESTED PARTNER 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.

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

## **27. Limitation of Liability towards RailTel**

27.1. The INTERESTED PARTNER liability under the contract shall be determined as per the Law in force for the time being. The INTERESTED PARTNER 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 INTERESTED PARTNER and its employees (*direct or indirect*), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of INTERESTED PARTNER or his agents or any person / persons claiming through under said INTERESTED PARTNER, However, such liability of the INTERESTED PARTNER shall not exceed the total value of the contract.

27.2. 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 INTERESTED PARTNER is legally liable.

## **28. Confidentiality cum non-disclosure**

28.1. 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 contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.

28.2. 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.

28.3. 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.

28.4. 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.

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

## **29. Assignment**

29.1. 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.

## **30. Exit Management**

### **30.1. 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 obligations set out in this Exit Management Clause.
- b) The exit management period starts, in case of expiry of contract, at least 03 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 INTERESTED PARTNER. The exit management period ends on the date agreed upon by RailTel or Three (03) months after the beginning of the exit management period, whichever is earlier.

31.2. Confidential Information, Security and Data: INTERESTED PARTNER will promptly, on the commencement of the exit management period, supply to RailTel or its nominated agencies the following (*if asked by RailTel in writing*) :

- 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 (*if any*); 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).

31.3. Employees : Promptly on reasonable request at any time during the exit management period, the INTERESTED PARTNER 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 INTERESTED PARTNER, RailTel or the replacing vendor may make an offer of contract for services to such employees of the INTERESTED PARTNER and the INTERESTED PARTNER shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.

31.4. Rights of Access to Information: Besides during the contract period, during the exit management period also, if asked by RailTel in writing, the INTERESTED PARTNER shall 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 related material.

**Note:** RailTel at its sole discern may not enforce any or all clauses / sub-clauses under the 'Exit Management' clause due to administrative convenience or any other reasons as deemed fit by RailTel.

### **31. Waiver**

32.1. 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.

### **32. Changes in Contract Agreement**

33.1. Modification of the terms and conditions of the Contract Agreement shall be made only by written amendments signed by the both INTERESTED PARTNER and RailTel.

**Annexure - 01****EOI COVER LETTER**  
*(On Organization Letter Head )*

Date:

To,

General Manager (BD),  
RailTel Corporation of India Limited,  
Plate-A, 6<sup>th</sup> Floor, Office Block Tower-2,  
East Kidwai Nagar, New Delhi - 110023

**Ref : EOI No. RCIL/EoI/CO/BD/24/08/SmartMeter-03**

Dear Sir,

1. I, the undersigned, on behalf of M/s ....., 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, including corrigendum issued till last date of submission of EOI.
2. I agree to abide by this Proposal, consisting of this letter, Technical and Commercial Proposals, for a period of 180 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 Commercially Suitable Partner 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 and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Signature of Authorised Signatory

Name

Designation

**Annexure – 02****Compliance to Rule 144 (xi) of GFR, 2017 including amendments till date**  
(On Organization Letter Head )

Date:

To,

General Manager (BD),  
 RailTel Corporation of India Limited,  
 Plate-A, 6<sup>th</sup> Floor, Office Block Tower-2,  
 East Kidwai Nagar, New Delhi - 110023

**Ref : EOI No. RCIL/EoI/CO/BD/24/08/SmartMeter-03**

Dear Sir,

I, the undersigned, on behalf of M/s ..... , have read the clause/para regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

- (a) I certify that M/s ..... is not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I also certify that M/s ..... will not offer any products / services of entity from such countries unless such entity is registered with the Competent Authority.

***OR*** (Strikeout either (a) or (b), whichever is not applicable)

- (b) I certify that M/s ..... is from such a country and has been registered with the Competent Authority. I also certify that M/s ..... has product/services of entity from such countries and these entity / entities are also registered with the Competent Authority.

*(Where applicable, evidence of valid registration by the Competent Authority is to be attached with the bid.)*

I hereby certify that M/s ..... fulfills all requirements in this regard and is eligible to be considered.

I hereby acknowledge that in the event of acceptance of my bid on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law.

Signature of Authorised Signatory  
 Name Designation

**Annexure – 03****Undertaking for Non-Blacklisting & Arbitration Case**  
*(On Organization Letter Head)*

Date:

To,

General Manager (BD),  
RailTel Corporation of India Limited,  
Plate-A, 6<sup>th</sup> Floor, Office Block Tower-2,  
East Kidwai Nagar, New Delhi - 110023

**Ref : EOI No. RCIL/EoI/CO/BD/24/08/SmartMeter-03**

Dear Sir,

I, the undersigned, on behalf of M/s ..... , hereby submits that

1. We are not blacklisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body at the time of submission of bid.
2. We are not having any ongoing or past, arbitration case(s) with RailTel at the time of submission of bid.

I hereby acknowledge that in the event of acceptance of bid of M/s ..... on above undertaking and if the undertaking is found to be false at any stage, the false undertaking would be a ground for immediate termination of contract and further legal action in accordance with the Law, including but not limited to the encashment of Bank Guarantee and Performance Bank Guarantee (PBG), as available with RailTel, related to this EoI.

Signature of Authorised Signatory

Name

Designation

**Annexure – 04****CHECKLIST OF DOCUMENTS FOR TECHNICAL BID**

S. No.	Document
1	EOI Document Copy including Corrigenda (if any), as Downloaded from RailTel's Website
2	EOI Cover Letter ( <i>Annexure-01</i> )
3	Copy of RailTel's Empanelment Letter
4	Details of NEFT/RTGS towards EOI Document Fees
5	Details of NEFT/RTGS towards EOI-EMD
6	Compliance to Rule 144 (xi) of GFR, 2017 ( <i>Annexure-02</i> )
7	Undertaking for Non-Blacklisting & Arbitration Case ( <i>Annexure-03</i> )
8	Documents as asked at Clause No. 6.1 to 6.8, above
9	Copy of Permanent Account Number (PAN) & Taxpayer Identification Number (TAN)
10	Copy of Goods and Service Tax Identification Number (GSTIN)

**Note :**

1. The technical 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'.
2. All the submitted documents should be duly stamped and signed by the Authorized Signatory at each page.
3. The above checklist is indicative only. RailTel may ask for additional documents from the bidders, as per the requirement.

**Annexure – 05****Commercial Bid**  
( On Organization Letter Head )

Date:

To,

General Manager (BD),  
 RailTel Corporation of India Limited,  
 Plate-A, 6<sup>th</sup> Floor, Office Block Tower-2,  
 East Kidwai Nagar, New Delhi - 110023

**Ref : EOI No. RCIL/EoI/CO/BD/24/08/SmartMeter-03****1) PROJECT-1 STATE 1**

<b>S No.</b>	<b>Item Name</b>	<b>Estimated Value without Taxes (in Rs.) [A]</b>	<b>*Quoted % above (+) /below (-) of Estimated Value [B]</b>
1	One Time Charges (OTC)	Rs. 134.05 Lacs	___x___ %
2	Annual Recurring Charges (ARC)	Rs. 120.65 Lacs	

**2) PROJECT-2 STATE 2**

<b>S No.</b>	<b>Item Name</b>	<b>Estimated Value without Taxes (in Rs.) [A]</b>	<b>*Quoted % above (+) /below (-) of Estimated Value [B]</b>
1	One Time Charges (OTC)	Rs. 50.65 Lacs	___x___ %
2	Annual Recurring Charges (ARC)	Rs. 45.59 Lacs	

**3) PROJECT-3 CONSULTING**

<b>S No.</b>	<b>Item Name</b>	<b>Estimated Value without Taxes (in Rs.) [A]</b>	<b>*Quoted % above (+) /below (-) of Estimated Value [B]</b>
1	One Time Charges (OTC)	Rs. 87.73 Lacs	___x___ %



**4) PROJECT-4 Add on Infra for Instances 1-4**

<b>S No.</b>	<b>Item Name</b>	<b>Estimated Value without Taxes (in Rs.) [A]</b>	<b>*Quoted % above (+) /below (-) of Estimated Value [B]</b>
1	One Time Charges (OTC)	Rs. 461.52 Lacs	<u>   x   </u> %

**5) PROJECT-5 Add on Infra for Instance-5**

<b>S No.</b>	<b>Item Name</b>	<b>Estimated Value without Taxes (in Rs.) [A]</b>	<b>*Quoted % above (+) /below (-) of Estimated Value [B]</b>
1	One Time Charges (OTC)	Rs. 144.18 Lacs	<u>   x   </u> %

**Note:**

- 1) Please quote the estimated value of the work in X%. Value of X should be same for all SOR1-5.**
- 2) The value can be mentioned up to 2 decimal places. The % Value (above/below) will be equally applicable to both OTC and ARC.**
- 3) The project as mentioned under SOR 1& 2 are expected to be received by the RailTel from end customer. The same shall be offered to the selected partner only after confirm order is received by RailTel. Further, the value of these orders may vary depending upon the final order from the end customer.**

**Terms & Conditions:**

- Bidder with **lowest "Resultant Figure after applying Quoted% Value "**, will be considered as CSP, subject to bidder's EOI response is in compliance of other requirement mentioned in the EOI document.
- In case of calculation error, the "quoted % above (+) / below (-) Estimated Value" will be considered for calculation purpose. The percentage should be mentioned in words also, the value mentioned in words will be the final in case of any misprint.
- All figures above are exclusive of GST. GST shall be payable extra on the quoted value.
- The commercial bid should be neatly typed and any cutting, overwriting or manual entry may lead to rejection of bid.
- Each and every page of this commercial bid should be duly signed and stamped.

**Annexure - 06****PROFORMA FOR PERFORMANCE BANK GUARANTEE***(On Stamp Paper of ₹ One Hundred)*

To,

General Manager (BD),  
 RailTel Corporation of India Limited,  
 Plate-A, 6<sup>th</sup> Floor, Office Block Tower-2,  
 East Kidwai Nagar, New Delhi - 110023

1. In consideration of the RailTel Corporation of India Limited (CIN : L64202DL2000GOI107905), having its registered office at Plate-A, 6<sup>th</sup> 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 an 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 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 affect 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 ..... 2024 for ..... (Name of Bank)

In the presence of Witnesses:

- |                        |                        |
|------------------------|------------------------|
| 1. Signature With Date | 2. Signature With Date |
| Name                   | Name                   |

Note : SFMS Report should be submitted alongwith Original copy of PBG.

BG advising message – IFN 760COV/ IFN 767COV via SFMS

- To mandatorily send the Cover message at the time of BG issuance.
- IFSC Code of ICICI Bank to be used (ICIC0000007).
- Mention the unique reference (RAILTEL6103) in field 7037.

It may please be noted that the issuing bank while issuing/amending the BG, should ensure that the above information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV.

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