

RailTel Corporation of India Ltd

(A Mini Ratna PSU under Ministry of Railways)



NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI No. : RCIL/EoI/CO/BD/24/08/SmartMeter-DC-01

Dated 20th Aug 2024

Expression of Interest (EOI) for "***Selection of Partner for Providing Services for Implementation and O&M of end-to-end cloud services for hosting Smart Meter solution at Chennai DC for a customer***"

Issued by:

RailTel Corporation of India Ltd

(A Mini-Ratna PSU under Ministry of Railways)

Corporate Office,

Plate-A, 6th Floor, Office Block Tower-2,

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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 http://www.railtelindia.com from 20-Aug-2024 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	₹ 2,98,635/- (Rs. Two Lakh Ninety-Eight Thousand Six Hundred Thirty-Five Only) to be paid through in form of Demand Draft in favour of RailTel Corporation of India Ltd payable at Delhi.
4	Last date of submission of response to EOI Response	1500 Hrs on 29-Aug-2024
5	Date & Time of Opening of EOI Response	1530 Hrs on 29-Aug-2024
6	Mode of Submission of EOI Response	Physical Submission (By Hand / Post in sealed envelope) All interested partners may note that this is a 'Single Packet Bid Submission'. EOI response submitted through any other mode will not be accepted.

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

Contact Details for this EOI :

Level 01 : Sh. Manish / Asst. General Manager (BD) / manish[at]railtelindia[dot]com

Ph No. +91-011- 22900600

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 partners of RailTel. Only RailTel empaneled 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 Corporation of India Ltd (hereafter referred to as 'RailTel') an ICT arm of Indian Railways has been in the forefront of building innovative platforms and solutions and vision to build range of Information and Communication Technology (ICT) Services for its customers.

In this context, RailTel intends to setup a dedicated cloud at Chennai for one of its clients to host the smart meter applications along with other applications/solutions as per requirement of the client and accordingly intends to on-board a suitable partner, who can provide the required IT infrastructure (as mentioned in this EOI document) on OPEX / Rental model for creating dedicated cloud for RailTel's client. Rack Space, Power, Network Connectivity to so deployed IT infrastructure 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 electricity connections. The primary cloud is required to be created their premises at Chennai with DR at RailTel's Gurgaon DC. The present scope is for setting up the cloud infrastructure for hosting application supporting approx. 10 Lac smart meters.

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 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.
- Publish agreed SLA reports to the stakeholders 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.

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 at the RailTel office either through post or by-hand, within the stipulated date and time, as mentioned in this EOI document. Address of the RailTel office where bid is to be submitted is:

**RailTel Corporation of India Ltd.
Plate-A, 6th Floor, Office Block Tower-2,
East Kidwai Nagar, New Delhi – 110023**

4.3. Interested partners may note that this is a 'Single Packet Single Envelope' Bid. The bid should be placed in a sealed envelope. The cover envelope should have below information:

- EoI Name and Number
- Last Date and Time of Submission
- Addressed to the contact persons as mentioned in this EOI document
- Address of the Office where EOI is to be submitted, as mentioned in this EOI document.

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 highest quoted % below estimated value 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. 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.

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

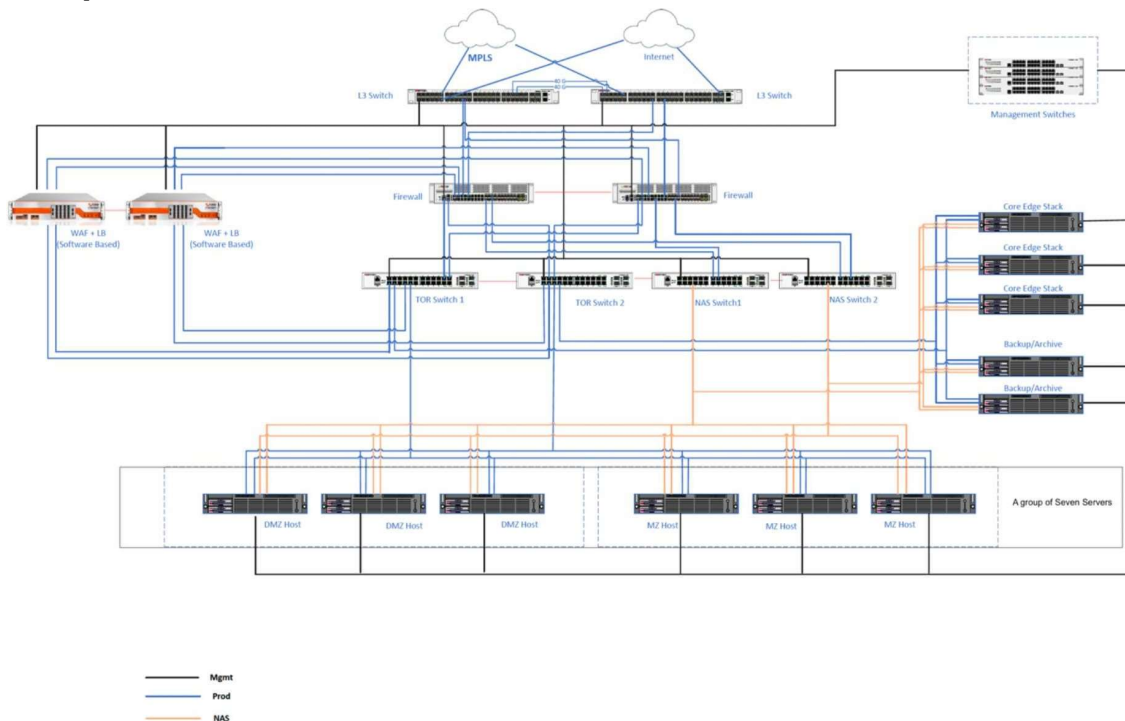
High Availability (HA) architecture refers to a system design approach that aims to minimize downtime and ensure continuous operation of critical applications or services. It involves implementing redundant components and mechanisms to mitigate the impact of hardware or software failures, network disruptions, 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



5.3 Capacity BOM for creation of Private Cloud

Component	Requirement	Qty
Server	2 * Intel Xeon 32 Core Processor, 512 GB RAM, 2* 480 NVMe SSD, 2 * 25G Dual Port Network Card, 4 * 1G Copper Port, 6 * 7.5 TB NVMe SSD, NVMe Raid Controller, Dual Power Supply	11
Server Controller	2 * Intel Xeon 16 Core Processor, 128 GB RAM, 2*1TB SSD, 1* 25G Dual Port Network Card, 4 * 1G Copper Port, Dual Power Supply	3
Server Data Archival	2 * Intel Xeon 12 Core Processor, 128 GB RAM, 50TB Usable NLSAS, 2*480GB SSD, 1 * 10/25G Dual Port Network Card, 4 * 1G Copper Port, Dual Power Supply.	2
NAS Switch	Layer 2/3 FortiGate switch controller compatible switch with 24 x GE/10GE SFP/SFP+ slots and 2 x 100GE QSFP28. Dual AC power supplies	2
ToR Switch	Layer 2/3 FortiGate switch controller compatible switch with 48x25G(SFP28) +8x100G (QSFP28) + 2x10G(SFP+). Dual AC power supplies	2

Management Switch	Layer 2/3 FortiGate switch controller compatible switch with 48 x GE RJ45 ports, 4 x 10 GE SFP+	1
L3/CORE Switch	Layer 2/3 FortiGate switch controller compatible switch with 48x25G(SFP28) +8x100G (QSFP28)+2x10G(SFP+). Dual AC power supplies	2
Firewall	4x 25G SFP28 slots, 4 x 10GE SFP+ slots, 17 x GE RJ45 ports (including 1 x MGMT port, 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, Application Control, URL, DNS& Video Filtering, Antispam Service, and FortiCare Premium)	2
WAF & NLB (for SSL offloading)	Application Delivery Controller - 4 x GE RJ45 ports, 4 x SFP GE ports, 2 x SFP+ 10GbE ports, 1 x 128GB SSD storage, Hardware SSL Accelerator, Optional Redundant PSU	2
AD	Windows server standard with 50 CAL user	50
SIEM	50 Devices and 2K EPS	
PAM (Priv Access Management)	40 Users license	
Antivirus (25 Devices)		4
Backups for App & DB	5 TB Capacity based & will be scaled	1
Forti authenticator	License supports 100 users	1
VPN for maintenance activities	25 endpoints * 2	50

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 of Demand Draft, as per the details mentioned in this EOI document. EOI response without 'Pre-Bid 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"> • CMMI Level 3 • ISO 9001 • ISO 20000 • ISO 27001 	Copy of Valid Certificate
2	Experience in Data Center Services	The Interested Bidder should have successfully executed and maintained / maintaining, project involving supply of IT components for Data Centre Project with the contract value of: <ul style="list-style-type: none"> • Single project of value \geq INR 179.18 Lakhs or • 02 projects of value \geq INR 119.45 Lakhs each or • 03 projects of value \geq INR 89.59 Lakhs each for any Govt./PSUs in India, during last 07 (seven) years, ending last day of month previous to the one in which this EoI is invited.	Certificate duly signed by CA/Auditor having details of the project supported by a copy of Customer's Work Order and, Go-live or Completion certificate
3	Financial Experience	Cumulative Turnover of Rs. 447.95 Lakhs during the last 03 financial years i.e. FY 2023-24, FY 2022-23 & FY 2021-22.	Audited Financial Reports or 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 having relevant details of certification

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 6.7.

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) 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 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 only after receiving of the payment from the Client and according to the payment terms mentioned in this EOI document.

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

RailTel will make payment to CSP after receiving payment from customer and on submission of Tax invoice by CSP to RailTel.

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 on yearly basis depending upon client's Orders.

14.5 Indicative payment terms are as under:

Service Type	Payment Term
One Time Cost for setting up private cloud solution-	100% amount along with Order subject to submission of Invoice by CSP and receipt of payment from RailTel Client
Annual Recurring Cost for setting up private cloud solution-	Pro-rata Quarterly Advance, subject to submission of Invoice by CSP and receipt of payment from RailTel Client

14.6 PBG: Successful Bidder (CSP) shall submit the Performance Bank Guarantee amounting to 5% of the Work Order value and valid for Six months beyond the Work Order period. Further, the claim period of the PBG shall be One year beyond the validity of the PBG. EMD amount submitted under this EOI will gets released once the contract is awarded to CSP and PBG submitted to RailTel by CSP.

14.7 CSP's Bill Passing Authority is Addl.GM / EB / CO and Bill Paying Authority is Addl.GM / Fin / CO, or as decided at RailTel from time-to-time.

15. Special Terms and conditions

- 15.1 The items under "Capacity BOM for proposed tools", 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. The date of successful SITC shall be treated as Date of Commissioning (DoC) of the project.
- 15.2 The items mentioned under "Capacity BOM for proposed tools", shall become property of RailTel/RailTel's Client and will be handed over to RailTel/RailTel's Client after completion of project duration, at discretion of RailTel / RailTel's Client.
- 15.3 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.
- 15.4 **Delivery Timelines:** 10 Weeks from the date of placing Work Order.
- 15.5 **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. A sealed offer in an envelope superscribing the tender enquiry number and due date of opening must be sent by Registered or Speed Post or dropped in the Tender Box specified for the purpose. Offers received after the specified date and time are liable to be rejected.
 5. Printed conditions on the back side of the offers will be ignored.
 6. RCIL shall have the right to terminate the contract by giving 30 days' 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.
 7. 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 01 year 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. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the selected partner shall be payable by RailTel.

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.
- g) Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The selected partner shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the selected partner in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the amount of pending/future payments of selected partner available with RailTel will be forfeited.

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. The arbitral tribunal shall consist of the Sole Arbitrator. The arbitrator shall be appointed by the Chairman & Managing Director (CMD) of RailTel Corporation of India Ltd.

20.3. 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 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.

22.2. The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

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. Insurance

30.1. The INTERESTED PARTNER agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software etc.

31. Exit Management

31.1. Exit Management Purpose

- a) This clause sets out the provision, which will apply during Exit Management period. The parties shall ensure that their respective associated entities carry out their respective obligation set out in this Exit Management Clause.
- b) The exit management period starts, in case of expiry of contract, at least 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.

32. 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.

33. Changes in Contract Agreement

33.1. No modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by the both INTERESTED PARTNER and RailTel.

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

Bid Ref No. :

Date:

To,

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

Ref : EOI No. RCIL/EoI/CO/BD/24/08/SmartMeter-DC-01

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)

Bid Ref No. :

Date:

To,

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

Ref : EOI No. RCIL/EoI/CO/BD/24/08/SmartMeter-DC-01

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)

Bid Ref No.:

Date:

To,

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

Ref : EOI No. RCIL/EoI/CO/BD/24/08/SmartMeter-DC-01

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 6.7, 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)

Bid Ref No. :

Date:

To,

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

Ref : EOI No. RCIL/EoI/CO/BD/24/08/SmartMeter-DC-01

S No.	Item Name	Estimated Value without Taxes (in Rs.) [A]	Quoted % below Estimated Value [B]	Resultant Figure after applying Quoted % Value without Taxes (in Rs.) [C = A – (A*B)]
1	One Time Charges (OTC)	Rs. 133.20 Lacs		Rs. _____
2	Annual Recurring Charges (ARC)	Rs. 119.88 Lacs	____%	Rs. _____

Quoted % below Par Value in words: _____**Resultant OTC Figure in words:** _____**Resultant ARC Figure in words:** _____

Note :

- Bidder quoting highest % below estimated Value, will be considered as CSP, subject to bidder's EOI response is in compliance of other requirement mentioned in the EOI document.
- Resultant Figure [C] for both OTC and ARC, should be equal or lower than the Estimated Value. Offers with Resultant Figure [C], higher than the Estimated Value, will not be considered for evaluation.
- In case of calculation error, the "quoted % 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, 6th 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, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after called "RailTel") having agreed to exempt (CIN :) having its registered office at (hereinafter called "the said Contractor") from the demand, under the terms and conditions of Purchase Order No. dated made between RailTel and for (hereinafter called "the said Agreement") of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. Only). We (indicate the name and address and other particulars of the Bank) (hereinafter referred to as 'the Bank') at the request of contractor do hereby undertake to pay RailTel an amount not exceeding Rs. (Rs Only) against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.

2. We, the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage by the said Contractor of any of terms or conditions contained in the said Agreement by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rs. Only).

3. We, the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall

continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before
 . We shall be discharged from all liability under this Guarantee thereafter.

5. We, the Bank further agree with the RailTel that the RailTel shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of 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

Name

2. Signature With Date

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.
