

Global Tender Enquiry (GTE)

Corrigendum - 5

for

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



RailTel Corporation of India Ltd.

6<sup>th</sup> Floor, Plate-A, Office Block-2, NBCC Building, East Kidwai Nagar

New Delhi -110023, Ph: 011-22900600, Fax: 011-22900699

Website: [www.railtelindia.com](http://www.railtelindia.com)

## 1 Corrigendum-5 for Request for Proposal (RFP) for Selection of Managed Service Data Centre (DC) Partner for Development of Data Centre at RailTel’s Noida Land

In reference to the Request for Proposal (RFP) for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel’s Noida Land, Global Tender Enquiry (GTE) reference no. RailTel/GTE/CO/Mktg-BD/2023-24/RFP/Noida DC/001 dated: 18<sup>th</sup> Jan 2024, all are advised to note following changes in the tender document:

S.No.	Tender Reference	Original Version	Modified Version
1	5- Chapter-1	<p>5.6 Duration of Contract</p> <p>The contract period will commence from the date of issue of Letter of Intent LOA). The term of the contract shall be valid for period of 20 years including implementation time period. The contract duration may be further extended for a period of five years with mutual consent between RailTel and the Managed Service Data Centre partner (MSDCP) on mutually agreed terms and conditions. RailTel may, at its sole discretion initiate a process to do best price discovery with the first right of refusal to the incumbent/ successful bidder for the extended period.</p>	<p>5.6 Duration of Contract</p> <p>The contract period will commence from the date of issue of Letter of Intent LOA). The term of the contract shall be valid for period of <b>Twenty Five- 25</b> <del>20</del> years including implementation time period. The contract duration may be further extended <del>for a period of five years</del> with mutual consent between RailTel and the Managed Service Data Centre partner (MSDCP) on mutually agreed terms and conditions. RailTel may, at its sole discretion initiate a process to do best price discovery with the first right of refusal to the incumbent/ successful bidder for the extended period.</p>
2	5- Chapter-1	<p>5.7 Earnest Money Deposit</p> <p>The EMD is to be paid online at RailTel E- Nivida Portal. Additionally, the option of direct NEFT/RTGS payment to RailTel Account is also provided. In all these cases, the payment NEFT/RTGS transfer to be received before the due date and time of submission of RFP offer and copy of NEFT/RTGS to be uploaded with bid documents. However, direct payment at RailTel E-Nivida website is the preferred mode of submission of</p>	<p>5.7 Earnest Money Deposit</p> <p>The EMD is to be submitted in the following ways:</p> <ol style="list-style-type: none"> <li>1. To be paid online at RailTel E- Nivida Portal. Additionally, the option of direct NEFT/RTGS payment to RailTel Account is also provided. In all these cases, the payment NEFT/RTGS transfer to be received before the due date and time of submission of RFP offer and copy of NEFT/RTGS to be uploaded with bid documents. However, direct payment at RailTel E-Nivida website is the preferred mode of submission of EMD.</li> </ol>

S.No.	Tender Reference	Original Version	Modified Version
		EMD. In all cases, Bid received without RFP participation fees and EMD as specified in this RFP will summarily be rejected.	<p><b>OR</b></p> <p><b>2. The bidder can submit EMD in to form of EMBG (Earnest Money Bank Guarantee) with SFMS-Structured Financial Messaging System report along with the tender response, which should be valid till 9 months from the last date of bid submission with claim validity of 12 months effective from the date of expiry of EMBG. Format given as Annexure-1 of this Corrigendum-5.</b></p> <p>In all cases, Bid received without RFP participation fees and EMD as specified in this RFP will summarily be rejected.</p>
3	7- Chapter 3: Scope of Work	1. Ability to commission in time and to ensure high standards of Design, Built & Operational excellence over a 20 years period.	1. Ability to commission in time and to ensure high standards of Design, Built & Operational excellence over a <b>Twenty Five-25</b> 20 years period.
4	7- Chapter 3- 7.1- Model of Development & Operations of Data Centre	1. RailTel intends to develop Data Centre of minimum capacity of 30 MW of IT load with development of minimum FAR 3.0 utilising the benefits under UP State Data Centre Policy. The bidder can submit plan for higher capacities as part of the RFP response.	<p>1. RailTel intends to develop Data Centre of minimum capacity of <b>10</b> 30 MW of IT load with development <b>as per the FAR and ground coverage permissible as per the allotment at Annexure -2 of this Corrigendum-5 (under Industrial Plots scheme of NOIDA Authority).</b></p> <p><b>The bidder can also plan for higher capacities in future, if allowed by Noida Authority by increasing FAR limits (purchasable FAR under scope of the bidder) and/or per latest applicable Building Bye laws (with prior approval from Noida/ concerned authorities). of minimum FAR 3.0 utilising the benefits under UP State Data Centre Policy. The bidder can submit plan for higher capacities as part of the RFP response.</b></p>
5	7- Chapter 3- 7.1-Model of Development & Operations of Data Centre	2. The project period shall be of 20 Years (extendable by 5 years). On project completion, the DC asset (including but not limited to Passive and Active components, IPR, trademarks etc ) shall be handed over to RailTel. The plot shall at all times will remain in the name of RailTel.	<p>2. The project period shall be of <b>Twenty Five- 25</b> 20 Years (<del>extendable by 5 years</del>). On project completion, the DC asset (including but not limited to Passive and Active components, IPR, trademarks etc ) shall be handed over to RailTel. The plot shall at all times will remain in the name of RailTel.</p> <p><b>Any further extension of the contract after expiry of the project period may be considered on mutually agreeable terms &amp; conditions</b></p>

S.No.	Tender Reference	Original Version	Modified Version
6	7- Chapter 3- 7.1-Model of Development & Operations of Data Centre	4. The time for construction of building (with MEP) and Passive DC components (initial phase as planned by bidder) shall be 18 months from the date of LOA. In any case, the MSDCP shall be responsible to build complete planned DC capacity (passive components) within 3 years from the date of LOA.	<p><b>4. The time for construction of DC shall be in two phases for 10 MW capacity to be implemented in the following schedule (counted from the date of issue of LOA):</b></p> <p><b><u>Phase-I (Shell Infra + 500 racks capacity):</u></b></p> <p><b>a. 1.5 years (18 months period) - Shell Structure and associated MEP for the minimum 10 MW capacity.</b></p> <p><b>b. 1.5 yrs to 2 years (6 months period)- For atleast 500 racks (passive infra) for Go-Live of Phase-I</b></p> <p><b><u>Phase-II (Remaining capacity):</u></b></p> <p><b>c. 3<sup>rd</sup> year to 5<sup>th</sup> year (36 months period)- Passive infra for remaining capacity for Go Live of Phase-II.</b></p> <p><b>Any enhancement of DC capacity further shall be decided by MSDCP as per the business requirements subject to approvals from concerned authorities for enhancing FAR etc.</b></p> <p><b>However, a prudent planning of the DC facility Structure and Design has to be done by the bidder during initial Phase-I only so that the DC facility can cater to the future capacity enhancements easily.</b></p> <p><b>Additionally, the MSDCP must facilitate provisioning of required IT infra and it's implementation within a month's period, in case RailTel brings the business on its own.</b></p>
7	7- Chapter 3- 7.1-Model of Development & Operations of Data Centre	5. RailTel will be provided 3000 sq mtr. of shell space (with MEP) on first floor free of cost for future need.	5. RailTel will be provided <del>1500</del> 3000 sq mtr. of shell space (with MEP) on first floor free of cost for future need. <b>In case there is further development of the DC capacity (based on any increase in FAR after taking approvals from the concerned Authorities), then in that case the space for RailTel will also be increased proportionately.</b>
8	3- 7.1-Model of Development & Operations of Data Centre	7. Sustainability -The facility shall also be certified for IGBC Green Certification-Platinum OR LEED certified Building Design(BD)+Construction-Platinum OR	7. Sustainability -The facility shall also be certified for IGBC Green Certification- <del>Platinum</del> <b>Gold</b> OR LEED certified Building Design(BD)+Construction- <del>Platinum</del> <b>Gold</b> OR ASSOCHAM-GEM-Level <del>5</del> <b>4</b> . The PUE (Power Usage Effectiveness) of DC shall be less than

S.No.	Tender Reference	Original Version	Modified Version
		ASSOCHAM-GEM-Level 5. The PUE (Power Usage Effectiveness) of DC shall be less than 1.5. The bidder is free to design, construct & operate DC complying to higher standards.	1.5. The bidder is free to design, construct & operate DC complying to higher standards.  <b>It is further envisaged that the Data Centre Power requirements to be met with Green Energy sources (based on feasibilities) and sustainability and efficient operations (Power/Water/Waste Management/ Green &amp; Clean Environment) principles shall remain the focus in DC operations.</b>
9	7- Chapter 3- 7.1-Model of Development & Operations of Data Centre	8. The MSDCP shall be responsible to market all services in the name of RailTel Corporation of India Ltd. . For any Government Business (State/Central/(Ministries, Departments, PSUs, Authorities, etc, the MSDCP shall interact jointly with RailTel directly for acquiring business with such customer.	8. The MSDCP shall be responsible to market all services in the name of RailTel Corporation of India Ltd.. For any Government Business (State/Central/(Ministries, Departments, PSUs, Authorities, etc, the MSDCP shall interact jointly with RailTel directly for acquiring business with such customer.  <b>In case of business is acquired/participated through competitive process (e.g. Tenders/RFP/EOI etc), RailTel will frontend the bidding process and will submit the EMD/Bid Security and PBG/SD as applicable. However, in case of failure of the MSDCP in the implementation/SLA/tender terms and customer imposes penalties to RailTel, then in those cases RailTel reserves the right to forfeit the due amounts from PBG submitted by MSDCP and impose penalties for non-performance to MSDCP. In such cases, the MSDCP shall be required to pay SLA/Penalties to RailTel against the demand within a period of 30 days. In case of non payment, PBG will be encashed to that extent and the MSDCP is then required to submit the revised PBG of full amount and/or submit a new PBG of the encashed amount within 15 days of encashment so that the total value of PBG against the contract remains same at all times as per the PBG value defined in the RFP.</b>
10	7- Chapter 3- 7.1-Model of Development & Operations of Data Centre	10. The bidder shall provide as part of technical proposal, a detailed proposal having site plan, building plan, DC design, Passive & IT components with make & model and its Business plan. After issue of LOA, the bidder will submit the detailed site plan, all floor plan, all sections & elevations, 3D, Walkthrough presentation of DC and other required	10. The bidder shall provide as part of technical proposal, a detailed proposal having site plan, building plan, DC design, Passive & IT components with make & model ( <b>make &amp; model indicative</b> ) and its Business plan. <b>After issue of LOA, the bidder has to submit the necessary site plan, construction plan, required statutory approval documents within 45 days to RailTel for further submission to Noida</b>

S.No.	Tender Reference	Original Version	Modified Version
		<p>drawings for the DC development within 30 days of issue of LOA. This will be approved by RailTel post which the bidder can apply for approval to Competent Authority &amp; start the development work.</p> <p>11. The MSDCP at the time of construction shall take approval of RailTel for all design approvals regarding building &amp; DC components. All the detailed drawings- Architectural, Structural &amp; flowchart drawings to be submitted to RailTel on time to time basis. The bidder shall adhere to all rules and policies of Government and concerned Authorities &amp; Building Bye-laws during the whole project period.</p>	<p><b>Authority so that the necessary approvals/NOC will be taken for start of the initial construction work.</b></p> <p><b>The bidder has to further submit the detailed site plan, all floor plan, all sections &amp; elevations, 3D, Walkthrough presentation of DC and other required drawings for the of DC development within 60 30 days of issue of LOA. This will be approved by RailTel post which the bidder can apply for next set of approvals to Competent Authority.</b></p> <p>11. The MSDCP at the time of construction shall take approval of RailTel for all design approvals regarding building &amp; <del>DC components</del>. All the detailed drawings- Architectural, Structural &amp; flowchart drawings to be submitted to RailTel on time to time basis. The bidder shall adhere to all rules and policies of Government and concerned Authorities &amp; Building Bye-laws during the whole project period <b>and will take all necessary approvals time to time</b></p>
11	7- Chapter 3- 7.1-Model of Development & Operations of Data Centre	New clause	<p><b>14. In case there is a business requirement of DC services along with DR then in that case, the DR services will be finalised in the following manner (provided the customer agrees to taking the DR services as per the arrangement):</b></p> <p><b>1. Where the MSDCP owns a DC site at different geography (owned by the Bidder OR its consortium/JV partner for this tender OR its Holding Company/ Group Company/Subsidiary Company- whose credentials has been used for this tender), the preference shall be for such sites with same terms &amp; conditions of the tender.</b></p> <p><b>2. Where the MSDCP does not own a DC site at different geography (owned by Bidder OR its consortium/JV partner for this tender OR its Holding Company/ Group Company/Subsidiary Company- whose credentials has been used for this tender), then RailTel shall provide alternate DR site for which the revenue portion for the DR services shall not be included under the commercial arrangement with the MSDCP.</b></p>

S.No.	Tender Reference	Original Version	Modified Version
12	7- Chapter-3- Scope of Work-	<p>7.3 Functional Scope 7.3.1 Build</p> <p>The scope of work for “Build” phase would broadly cover the following: After issue of LOA, the bidder will submit the detailed site plan, all floor plan, all sections &amp; elevations, 3D, Walkthrough presentation of DC and other required drawings for the DC development within 30 days of issue of LOA. This will be approved by RailTel post which the bidder can apply for approval to Competent Authority &amp; start the development work.</p> <p>.....</p>	<p>7.3 Functional Scope 7.3.1 Build</p> <p><b>The Scope requirements are a broad coverage of all the functional requirements that a Data Centre of the envisaged capacity requires. The bidder can offer and implement through the best technologies available complying to the latest industry standards and shall take and maintain the compliance of all required certifications as per clause 7.3.1-H and the PUE (Power Usage Effectiveness) of DC to be less than 1.5. It is also expected that the bidder will upgrade the technology from time to time during the period of contract.</b></p> <p>The scope of work for “Build” phase would broadly cover the following:</p> <p><b>After issue of LOA, the bidder has to submit the necessary site plan, construction plan, required statutory approval documents within 45 days to RailTel for further submission to Noida Authority so that the necessary approvals/NOC will be taken for start of the initial construction work.</b></p> <p><b>The bidder has to further submit the detailed site plan, all floor plan, all sections &amp; elevations, 3D, Walkthrough presentation of DC and other required drawings for the of DC development within 60 days of issue of LOA. This will be approved by RailTel post which the bidder can apply for next set of approvals to Competent Authority.</b></p> <p>.....</p>
13	7- Chapter-3- Scope of Work- 7.3.1- Build-	<p>A- 2.- HT and MV Power and distribution</p> <ul style="list-style-type: none"> <li>• <b>Power configuration:</b> The Available Power supply shall be in redundant mode at each stage of power distribution system. MSDCP shall provide DG Set in minimum N+1 configuration. Bidder shall provide UPS in N+N configuration and with a battery backup of minimum 1 hour for each UPS.</li> </ul>	<p>A-2.- HT and MV Power and distribution</p> <ul style="list-style-type: none"> <li>• <b>Substation work</b></li> <li>• <b>Power configuration:</b> The Available Power supply shall be in redundant mode at each stage of power distribution system. MSDCP shall provide DG Set in minimum N+1 configuration. Bidder shall provide UPS in N+N configuration and with a battery backup of minimum <b>15 mins</b> <del>1-hour</del> for each UPS.</li> </ul>

S.No.	Tender Reference	Original Version	Modified Version
14	7- Chapter-3- Scope of Work- 7.3.1- Build- A- 3. Precision and Comfort Air conditioning & Temperature and Humidity Control	<ul style="list-style-type: none"> <li>Air supply: Precision A/C: 20 C + 1 C</li> </ul>	<ul style="list-style-type: none"> <li>Air supply: Precision A/C: <del>20 C + 1 C</del> 22 C +/- 2 C</li> </ul>
15	7- Chapter-3- Scope of Work- 7.3.1- Build- H- H. Taking the required compliances and Certifications	3-Meity Empanelment CSP	H-3- Meity Empanelment CSP- <b>The MSDCP has to get the Meity CSP empanelment for all Cloud deployment models, like : Public Cloud, Virtual Private Cloud (VPC), and Government Community Cloud (GCC); and three service models: Infrastructure as a Service (IaaS), Platform as a Service (PaaS) and Software as a Service (SaaS) and has to follow all the relevant guidelines of MeITY as applicable from time to time.</b>
16	7- Chapter-3- Scope of Work- 7.3.1- Build- G- Cyber Security	f. Compliance to Information Technology Act 2000/2008, Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules 2021 and Data protection Bill/Acts as issued by GoI from time to time.	f. <b>Compliance to all relevant Acts/Guidelines as issued by GoI from time to time.:</b> Compliance to Information Technology Act 2000/2008, Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules 2021, <b>Digital Personal Data Protection Act, 2023 and any other relevant future applicable guidelines and Acts e.g. proposed Digital India Act etc</b> as issued by GoI from time to time.
17	7- Chapter-3- Scope of Work- 7.6- Extension of Contract and Exit Management	9.Extension: RailTel, at the end of the contract period (20 years), may choose to extend the contract or allow the Outgoing MSDCP to discontinue the DC services. If the MSDCP wishes to extend the contract, it shall have to apply for an extension no later than 1 year before the contract expiry date.	9.Extension: RailTel, at the end of the contract period ( <b>Twenty Five- 25</b> <del>20</del> years), may choose to extend the contract <b>on mutually agreeable terms &amp; conditions</b> or allow the Outgoing MSDCP to discontinue the DC services. If the MSDCP wishes to extend the contract, it shall have to apply for an extension not later than 1 year before the contract expiry date.
18	10- Chapter-6: Commercial Terms	10 Chapter-6: Commercial Terms a. In this RFP, the term ‘Gross Revenue(s)/Revenue(s)’ shall mean total revenues (Total Purchase Order value from DC services rendered to customers). RailTel shall pay to MSDCP the cost of Managed Data Centre services out of the	10 Chapter-6: Commercial Terms a. In this RFP, the term ‘Gross Revenue(s)/Revenue(s)’ shall mean total revenues (Total Purchase Order value from DC services rendered to customers). RailTel shall pay to MSDCP the cost of Managed Data Centre services out of the amount in relevant <b>Project</b> <del>Esrow</del> account after deducting its revenue share plus GST thereon.

S.No.	Tender Reference	Original Version	Modified Version
		<p>amount in relevant Escrow account after deducting its revenue share plus GST thereon.</p>	<p><b>First Three-3 years after the Go-live (first phase) of DC will be Moratorium Period wherein RailTel shall strive to get cumulative 500 racks business (colocation and/or Managed services). During this three (3) year moratorium period, RailTel shall only keep a token Revenue share equal to half the percentage of revenue share finalised through the tender.</b></p> <p><b>The moratorium period will end on (Earlier of):</b></p> <p><b>EITHER</b>  <b>a. Completion of First 3 years after Go-Live of Phase-I</b>  <b>OR</b>  <b>b. RailTel achieves the cumulative 500 racks business.</b></p> <p><b>After the end of moratorium period (end period as per above clause), the Revenue share (%) split will be charged as discovered through the tender process.</b></p>
19	8- Chapter-4: Service Level Agreement	<p>8 Chapter-4: Service Level Agreement</p> <p>The purpose of this section is to define the level of service that the MSDCP needs to provide to RailTel for the duration of this contract. The MSDCP has to comply with all SLAs defined below to ensure adherence to project timelines, quality and availability of services.</p> <p>Non-compliance of SLAs will lead to penalties as defined in this section. Penalties shall not be levied on the MSDCP in the following cases:</p> <p>1. Non-compliance of SLAs has been solely due to reasons (acceptable to RailTel) beyond the control of the MSDCP</p> <p>.....</p>	<p>8 Chapter-4: Service Level Agreement</p> <p>The purpose of this section is to define the level of service that the MSDCP needs to provide to RailTel for the duration of this contract. The MSDCP has to comply with all SLAs defined below to ensure adherence to project timelines, quality and availability of services.</p> <p>Non-compliance of SLAs will lead to penalties as defined in this section. Penalties shall not be levied on the MSDCP in the following cases:</p> <p>1. Non-compliance of SLAs has been solely due to reasons (acceptable to RailTel) beyond the control of the MSDCP <b>e.g. delay due to approvals by various concerned Government authorities/agencies. The period to be counted from the date of submission of such proposals to concerned Govt authorities/agencies up to the date of receiving of approval.</b></p> <p>.....</p>

S.No.	Tender Reference	Original Version	Modified Version
20	10.- Chapter 6: Commercial Terms	<p>f. All DC revenues would be collected in an escrow account. The escrow account shall be set-up in a scheduled commercial bank in India. RailTel shall open the escrow account and the rules and policies to operate and manage the escrow account would be conveyed by RailTel to the MSDCP. All the orders will be in name of ‘RailTel Corporation of India Ltd’ only and the payments has to be made online by the DC customers. All such payments would be collected in the afore-mentioned escrow account. The revenue collected in the escrow account would be distributed amongst the RailTel and MSDCP as per the schedule:- Within 5 days of end of each month, the MSDCP shall raise invoice for his part of revenue share to RailTel basis which the amount will be released in 10 days of end of the relevant monthly period. Monthly, quarterly and annual reconciliation of revenue share would be performed for payment to RailTel. Audits would be performed on the bidder books of accounts as defined in Chapter 10- Revenue Assurance. For this, the MSDCP will give access to books of accounts. In case of any fraudulent leak of DC revenues is found, then RailTel reserves the right to terminate the contract and to forfeit all the project assets of MSDCP (including PBG, or any other amount pending with RailTel).</p>	<p>f. All DC revenues would be collected in an <b>project escrow</b> account. The <b>project escrow</b> account shall be set-up in a scheduled commercial bank in India. RailTel shall open the <b>project escrow</b> account and the rules and policies to operate and manage the <b>project escrow</b> account would be conveyed by RailTel to the MSDCP. All the orders will be in name of ‘RailTel Corporation of India Ltd’ only and the payments has to be made online by the DC customers. All such payments would be collected in the afore-mentioned project <b>escrow</b> account. The revenue collected in the <b>project escrow</b> account <b>and payment to</b> <del>would be distributed amongst the RailTel and MSDCP</del> <b>will be</b> as per the schedule:- Within 5 days of end of each month, the MSDCP shall raise invoice for his part of revenue share to RailTel basis which the amount will be released in 10 days of end of the relevant monthly period. Monthly, quarterly and annual reconciliation of revenue share would be performed <del>for payment to RailTel</del>. Audits would be performed on the <b>CRM &amp; Billing portal bidder books of accounts</b> as defined in Chapter 7 <del>10- Revenue Assurance</del>. <del>For this, the MSDCP will give access to books of accounts</del>. In case of any fraudulent leak of DC revenues is found, then RailTel reserves the right to terminate the contract and to forfeit all the project assets of MSDCP (including PBG, or any other amount pending with RailTel).</p>
21	Entire Tender Document	Escrow account	<b>Project Account</b>
22	11 Chapter 7- Revenue Assurance	<p>1. A dedicated escrow account for the DC project will be opened by RailTel and it shall be ensured that all revenue transactions shall happen through this account only. The rules, policies and authorizations applicable on this escrow account would be governed by RailTel as per the terms and conditions of the</p>	<p>1. A dedicated <b>project escrow</b> account for the DC project will be opened by RailTel and it shall be ensured that all revenue transactions shall happen through this account only. The rules, policies and authorizations applicable on this <b>project escrow</b> account would be governed by RailTel as per the terms and conditions of the RFP. Monthly, quarterly and annual reconciliation of revenue share would be performed <del>for payment</del></p>

S.No.	Tender Reference	Original Version	Modified Version
		RFP. Monthly, quarterly and annual reconciliation of revenue share would be performed for payment to RailTel. The audits would be performed on the accounts of MSDCP, with RailTel free to audit the books of the bidder/lead bidder & consortium members (as the case may be), if required. For this, the MSDCP will give access to books of accounts.	<del>to RailTel.</del> The audits would be performed on <b>CRM &amp; Billing portal.</b> <del>the accounts of MSDCP, with RailTel free to audit the books of the bidder/lead bidder &amp; consortium members (as the case may be), if required.</del> For this, the MSDCP will give access to <del>books of accounts.</del>
23	12- Chapter-8: Obligations of RailTel- 12.1- RailTel	5. To support successful bidder in marketing activities (e.g., support in targeting the Govt. clients) and GTM strategy. RailTel will help in business development and strategizing by the MSDCP, and both MSDCP & RailTel shall work together for achieving business success, however MSDCP needs to own the overall responsibility.	5. To support successful bidder in marketing activities (e.g., support in targeting the Govt. <b>and Pvt</b> clients) and GTM strategy. RailTel will help in business development and strategizing by the MSDCP, and both MSDCP & RailTel shall work together for achieving business success, however MSDCP needs to own the overall responsibility <b>for the sale of offered Data Centre solutions.</b>
24	13 Chapter-9: Eligibility Criteria- 13.1	13.2 Use of Technical and/or Financial Strength of Holding Company/Group Company/Subsidiary Company/Associate Company  In case of participation by Single bidder- the Bidder can use the technical and financial strength of its Holding Company/Group Company/Subsidiary/Associate Company to fulfil the Technical Qualification and/or Financial Eligibility criteria as mentioned in RFP/Corrigenda.  In the above case, the Bidder shall submit tender specific:  1. Power of Attorney	13.2 Use of Technical and/or Financial Strength of Holding Company/Group Company/Subsidiary <del>Company/Associate Company</del>  In case of participation by Single bidder- the Bidder can use the technical and financial strength of its Holding Company/Group Company/Subsidiary/ <del>Associate Company</del> to fulfil the Technical Qualification and/or Financial Eligibility criteria as mentioned in RFP/Corrigenda.  In the above case, the Bidder shall submit tender specific:  1. Power of Attorney  2. Board Resolution and

S.No.	Tender Reference	Original Version	Modified Version
		<p>2. Board Resolution and</p> <p>3. Undertaking from the Holding Company/ Group Company/ Subsidiary Company/Associate Company alongwith Board Resolution of the Company. (Undertaking format given as Annexure-12)</p>	<p>3. Undertaking from the Holding Company/ Group Company/ Subsidiary Company/<del>Associate Company</del> alongwith Board Resolution of the Company. (Undertaking format given as Annexure-12)</p>
25	13 Chapter-9: Eligibility Criteria- 13.1	<p>The Bidder should be a single entity or a consortium (“Bidding Consortium”) with one of the members acting as the Prime/ Lead member of the Bidding Consortium. The below mentioned entities may participate in the Bidding Process:</p> <ol style="list-style-type: none"> <li>1. Companies/Joint Venture(JV) incorporated under the Indian Companies Act 1956 or Companies Act 2013;</li> <li>2. Alternative Investment Fund-AIF or Foreign Investment Fund as a member of consortium</li> <li>3. A foreign company can also participate on standalone basis or as a member of a consortium.</li> <li>4. Limited Liability Partnership (LLPs)</li> <li>5. A Bidding Consortium – maximum 3(three) entities (that may/may not have a foreign company);</li> </ol> <p>If a foreign company participate on standalone basis, then before signing of Contract with RailTel, it shall have a permanent establishment in India as per Indian Laws.</p>	<p>The Bidder should be a single entity or a consortium (“Bidding Consortium”) with one of the members acting as the Prime/ Lead member of the Bidding Consortium. The below mentioned entities may participate in the Bidding Process:</p> <ol style="list-style-type: none"> <li>1. Companies/Joint Venture(JV) incorporated under the Indian Companies Act 1956 or Companies Act 2013;</li> <li>2. Alternative Investment Fund-AIF or Foreign Investment Fund as a member of consortium/<b>JV</b></li> <li>3. A foreign company can also participate on standalone basis or as a member of a consortium.</li> <li>4. Limited Liability Partnership (LLPs)</li> <li>5. A Bidding Consortium – maximum 3(three) entities (that may/may not have a foreign company);</li> </ol> <p>If a foreign company participate on standalone basis, then before signing of Contract with RailTel, it shall have a permanent establishment in India as per Indian Laws.</p> <p><b>In case a single bidder participation, the contract may be signed with a Special Purpose Vehicle (SPV)-100% owned by the bidder created by the bidder for this project purpose only OR with a 100% owned subsidiary of the bidder. In that case, the bidder alongwith its bid shall submit a prior intimation/undertaking letter to RailTel regarding planning to</b></p>

S.No.	Tender Reference	Original Version	Modified Version
			<b>form SPV/introduce subsidiary for the project work in case the bidder wins the project. However, the bidder will give Holding company guarantee as per the format Annexure-12 of RFP. During the currency of the contract, if the Holding company wants to dilute the stake in SPV/Subsidiary, then prior approval is required to be taken from RailTel. However, the Holding company has to maintain a minimum 51% equity holding stake in the SPV/Subsidiary during the whole currency of the contract.</b>
26	14-Chapter-10-Evaluation Process	<p>14,1- Eligibility Criteria Table</p> <p>3- Technical Capability- Project Experience (any consortium partners) Bidder must have successfully completed or substantially completed at least the following: Establishing/Creation/Development and/or Operation and/or Maintenance of Data Centre for any customer or Self of the following size during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <ol style="list-style-type: none"> <li>1. One DC project of not less than 18 MW .</li> <li>OR</li> <li>2. Two DC projects of not less than 12 MW.</li> <li>OR</li> <li>3. Three DC projects of not less than 9 MW</li> </ol>	<p>14,1- Eligibility Criteria Table</p> <p>3- Technical Capability- Project Experience (any consortium partners) Bidder must have successfully completed or substantially completed at least the following: Establishing/Creation/Development and/or Operation and/or Maintenance of Data Centre for any customer or Self of the following size during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <ol style="list-style-type: none"> <li>1. One DC project of not less than <b>5 18</b> MW .</li> <li>OR</li> <li>2. Two DC projects of not less than <b>3 12</b> MW.</li> <li>OR</li> <li>3. Three DC projects of not less than <b>2 9</b>-MW</li> </ol>
27	14-Chapter-10-Evaluation Process	<p>14.2 Commercial Evaluation Process</p> <p>The Financial/Commercial bids of all the Technical Qualified bidders will be opened for evaluation. The Bidder has to quote the Additional Revenue share to RailTel (in %) over and above the Fixed Revenue share (%)—excluding applicable taxes over and above the Fixed Revenue share. The quote is to be in number (%) upto one decimal places as part of the commercial bid exclusive of applicable taxes and</p>	<p>14.2 Commercial Evaluation Process</p> <p>The Financial/Commercial bids of all the Technical Qualified bidders will be opened for evaluation. The Bidder has to quote the Additional Revenue share to RailTel (in %) over and above the Fixed Revenue share (%)—excluding applicable taxes over and above the Fixed Revenue share. The quote is to be in number (%) upto one decimal places as part of the commercial bid exclusive of applicable taxes and any statutory fees. This will be termed as ‘Initial Price Offer’ of the bidder.</p>

S.No.	Tender Reference	Original Version	Modified Version
		<p>any statutory fees. This will be termed as ‘Initial Price Offer’ of the bidder.</p> <p>Fixed revenue share for RailTel shall be:</p> <ul style="list-style-type: none"> <li>• 12% for rack colocation services</li> <li>• 15% for managed services.</li> </ul> <p>Opening of Financial Bid and e-Auction</p> <p>All of the Pre-Qualified qualified bidders selected as per the process mentioned above will termed as technically qualified and are eligible for this stage. The financial evaluation will be conducted in two steps:</p> <p style="padding-left: 40px;"><b>a. Step 1: This step will provide the ‘Initial Price Offer Qualified bidders’ who will be eligible to participate in step 2, i.e e-Auction.</b></p> <p>The financial bids of only technically qualified bidders will be opened to the extent of specifying the Initial Price Offer. The Additional Revenue share (%) quoted by the bidder will be considered as the Initial Price Offer of the bidder from the financial evaluation stage of the selection process. In this case, there are three cases possible –</p> <p style="padding-left: 40px;"><b>1. Case 1 – Number of technically qualified bidders is less than three</b></p> <p>In the event there are less than three technical qualified bidders, the RailTel may, in its sole</p>	<p>Fixed revenue share for RailTel shall be:</p> <ul style="list-style-type: none"> <li>• <b>10%</b> <del>12%</del> for rack colocation services</li> <li>• <b>12%</b> <del>15%</del> for managed services.</li> </ul> <p>Opening of Financial Bid and e-Auction</p> <p>All of the Pre-Qualified qualified bidders selected as per the process mentioned above will termed as technically qualified and are eligible for this stage. The financial evaluation will be conducted in two steps:</p> <p style="padding-left: 40px;"><b>a. Step 1: This step will provide the ‘Initial Price Offer Qualified bidders’ who will be eligible to participate in step 2, i.e e-Auction.</b></p> <p>The financial bids of only technically qualified bidders will be opened to the extent of specifying the Initial Price Offer. The Additional Revenue share (%) quoted by the bidder will be considered as the Initial Price Offer of the bidder from the financial evaluation stage of the selection process. In this case, there are three cases possible –</p> <p style="padding-left: 40px;"><b>1. Case 1 – Number of technically qualified bidders is less than three</b></p> <p>In the event there are less than three technical qualified bidders, the RailTel may, in its sole discretion, either decide to conduct the e-auction, or finalize the bids based on Initial price offer.</p> <p style="padding-left: 40px;"><b>2. Case 2 - Number of technically qualified bidders is equal to three</b></p>

S.No.	Tender Reference	Original Version	Modified Version
		<p>discretion, either decide to conduct the e-auction, or finalize the bids based on Initial price offer.</p> <p><b>2. Case 2 - Number of technically qualified bidders is equal to three</b></p> <p>In the event the number of Technically Qualified Bidders is equal to three, then each of the Technically Qualified Bidders shall be allowed to participate in E-Auction process</p> <p>.....</p>	<p>In the event the number of Technically Qualified Bidders is equal to three, then <b>all the Initial Price Offer of the Bidders who are technically qualified (the “Technically Qualified Bidders”)</b> shall be ranked on the basis of the descending Initial Price Bid (highest Initial Price Offer submitted by the Technically qualified bidders shall be ranked 1 and lowest shall be ranked last). The Top two Technically Qualified Bidders (basis the Highest Initial Price Offers) shall be allowed to participate in E-Auction process and the lowest Initial Price Offer Bidder will be disqualified from the selection process.</p> <p>.....</p>
28	15- Chapter 11- Terms & Conditions	<p>15.42 Financial Closure OR Project Financing Arrangements</p> <p>“FINANCIAL CLOSURE” or “PROJECT FINANCING ARRANGEMENTS” means arrangement of necessary funds by the MSDCP either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance the project.</p> <p>Within 30 days from the date of issue of LOA, the MSDCP shall report tie-up of Financing Arrangements for the Project. In this regard the MSDCP shall submit a certificate from all financing agencies regarding the tie-up for a minimum amount equal to the Net Worth specified in the eligibility criteria in this RFP.</p> <p>The MSDCP will have to submit the required documents to RailTel within 30 days from the issue of LOA.</p>	<p>15.42 Financial Closure OR Project Financing Arrangements</p> <p>“FINANCIAL CLOSURE” or “PROJECT FINANCING ARRANGEMENTS” means arrangement of necessary funds by the MSDCP either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance the project.</p> <p>Within <del>30</del> <b>60</b> days from the date of issue of LOA, the MSDCP shall report tie-up of Financing Arrangements for the Project. In this regard the MSDCP shall submit a certificate from all financing agencies regarding the tie-up for a minimum amount equal to the Net Worth specified in the eligibility criteria in this RFP.</p> <p>The MSDCP will have to submit the required documents to RailTel within <del>30</del> <b>60</b> days from the issue of LOA.</p>

S.No.	Tender Reference	Original Version	Modified Version
29	16.8- Annexure-8- Compliance Statement	RailTel reserves the right to renew the contract post completion of the 20 year period at mutually agreed rates	RailTel reserves the right to renew the contract post completion of the <b>25 20</b> year period <b>on mutually agreed terms and conditions.</b>
30	Annexure- 23- Form 2- Proforma for the System Performance Guarantee	..... The guarantee is valid for a period of one year from the date of commissioning of the system.	..... The guarantee is valid for a <b>the contract period</b> <del>of one year</del> from the date of commissioning of the system.
31	7- Chapter 3- 7.1-Model of Development & Operations of Data Centre	9. The Cloud services shall be managed and operated by MSDCP. However, wherever required, RailTel shall take up the operations and management of identified IT Cloud infra for its strategic customer(s). Suitable sitting space to be provided for RailTel DC team in NOC by the MSDCP. The cost of such RailTel manpower shall be borne by MSDCP.	9. The Cloud/ <b>Managed</b> services shall be managed and operated by <b>RailTel through its own manpower</b> MSDCP. However, <del>wherever required,</del> <b>the MSDCP RailTel shall provide required manpower to support RailTel team in</b> <del>take-up</del> the operations and management of <b>identified Cloud/Managed services</b> <del>IT Cloud infra for its strategic customer(s).</del> Suitable sitting space to be provided for RailTel DC team <del>in NOC</del> by the MSDCP. <del>The cost of such RailTel manpower shall be borne by MSDCP.</del>  <b>However, MSDCP shall remain responsible for implementation of new materials within DC as well as customer orders.</b>
32	Annexure-29	UP State Data Centre Policy	<b>DELETED</b>

S.No.	Tender Reference	Original Version	Modified Version
33	3- Factsheet & Calendar of Events/ Chapter-2-Clause 6.3- Bid Data-Sheet	Last Date of Submission of Bid (Online)- 20 May 2024 till 1500 hrs  Opening of Technical Bid- 20 May 2024 at 1530 hrs	Last Date of Submission of Bid (Online)- <b>10<sup>th</sup> June 2024 till 1500 hrs</b>  Opening of Technical Bids- <b>10<sup>th</sup> June 2024 at 1530 hrs</b>

### 1.1 Annexure-1 – Earnest money Bank Guarantee Format (EMBG)

(To be stamped in accordance with stamp act)

(To be used by approved Indian scheduled commercial banks)

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. WHEREAS 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 referred to as “RailTel” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns), has issued the RFP- Document bearing No. RailTel/GTE/CO/Mktg-BD/2023-24/RFP/Noida DC/001 dated 18-01-2024 for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel’s Noida Land, including corrigenda (“Tender Document”).

2. AND WHEREAS M/s ..... *[insert name of the organization with registered office address]* (herein after referred to as “Bidder” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has decided to submit response for the said tender as per the terms and conditions of the said tender document.

3. AND WHEREAS one of the conditions of the said RFP document is that Bidder’s tender response shall be accompanied by a Bank Guarantee towards Earnest Money of Rs ..... *[insert value as per the applied regions, in words as well as in figure]* from a scheduled commercial bank of India.

4. We ..... *[insert the name and address and other particulars of the Bank (hereinafter referred to as ‘the Bank’)]* at the request of ..... *[insert name of the Bidder]* 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 Bidder of any of the terms or conditions contained in the said tender.

5. 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 Bidder of any of terms or conditions contained in the said Agreement by reason of any breach by the said Bidder of any of the terms or conditions contained in the said tender. 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).

6. We, ..... the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Bidder 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 Bidder 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 validity period till RailTel certifies that the terms and conditions of the said tender have been fully and properly carried out by the said Bidder 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 tender 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 Bidder and to forbear or enforce any of the terms and conditions relating to the said tender 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 Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

( ..... 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

**Encl** : SFMS Report

## 1.2 Annexure-2 – Ground Coverage and FAR

Following table shows ground coverage and FAR permissible:-

Sl. No.	Plot Area	Max. Ground Coverage	Max. FAR in %	Max. height (in mtr.)
1	Upto 100 Sq. Mtrs.	60	120	18
2	Above 100 upto 450 Sq. Mtrs.	-	-	18
a	First 100 Sq. Mtrs.	Same as (1) above		
b	Next 350 or part thereof	60	100	-
3	Above 450 upto 2000 Sq. Mtrs.	-	-	24
a	First 450 Sq. Mtrs.	Same as (2) above		
b	Next 1550 or part thereof	55	80	-
4.	Above 2000 upto 12000 Sq. Mtrs.	-	-	24
a	First 2000 Sq. Mtrs.	Same as (3) above		
b	Next 10000 or part thereof	55	70	-
5.	Above 12000 upto 20000 Sq. Mtrs.	-	-	No Limit
a	First 12000 Sq. Mtrs.	Same as (4) above		
b	Next 8000 or of part thereof	50	65	-
6.	Above 20000 Sq. Mtrs.	-	-	No Limit
a	First 20000 Sq. Mtrs.	Same as (5) above		
b	Above 20000 Sq. Mtrs.	50	60	-

Note:- 30% additional increase in maximum permissible FAR shall be allowed for industrial plots of all categories.