

Global Tender Enquiry (GTE)

Corrigendum - 3

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.

6th Floor, Plate-A, Office Block-2, NBCC Building, East Kidwai Nagar

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

Website: www.railtelindia.com

1 Corrigendum-3 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/2024-25/RFP/Noida DC/001(Round-2) dated: 02nd Dec 2024, all are advised to note following changes in the tender document:

S.No.	Tender Reference	Original Version	Modified Version
1	2- Glossary- Net Worth	<p>For the purposes of this RFP, net worth (the “Net Worth”) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation</p> <p><i>The Networth needs to be certified by the Statutory Auditor of the Bidder .</i> <i>* Net Worth at the close of preceding financial year. In case a Bidder has issued any fresh equity capital during the current financial year, the same shall be permitted to be added to the Bidder’s Net Worth subject to the statutory auditor of the Bidder certifying to this effect.</i></p>	<p>For the purposes of this RFP, net worth (the “Net Worth”) shall mean the aggregate value of the paid-up share capital (both equity share capital and preference share capital) and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation</p> <p><i>The Networth needs to be certified by the Statutory Auditor of the Bidder .</i> <i>* Net Worth at the close of preceding financial year. In case a Bidder has issued any fresh equity capital during the current financial year, the same shall be permitted to be added to the Bidder’s Net Worth subject to the statutory auditor of the Bidder certifying to this effect.</i></p>
2	7.Chapter-3- 7.4-Warranty	14. BIDDER shall replace the defective equipment, systems or portions thereof at the exact location or place of installation of the said item free of cost.	Clause Deleted
3	7.6- Extension of Contract & Exit Management	New Clause	13- The Security Deposit(s) paid by the MSDCP to third party utility services (e.g. for electricity, water etc) will be refunded by RailTel on successful completion of transition activities by the MSDCP (except in case of termination on the account of defaults by MSDCP as defined in RFP).

S.No.	Tender Reference	Original Version	Modified Version
			<p>14- The MSDCP shall submit a “NO CLAIM CERTIFICATE” upon completion of all transition activities as defined in this RFP. After receipt of No-Claim certificate by the MSDCP, RailTel shall issue Discharge Certificate for the contract subject to the fact that all the activities as defined in the contract closure has been invariably completed by the MSDCP within the scheduled timeline as defined in RFP. Format of No- Claim Certificate as Annexure-32 of RFP (format enclosed as Annexure 1.1. of this Corrigendum- 3)</p>
4	10.Chapter-6-Commercial Terms	<p>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 Project account after deducting its revenue share plus GST thereon.</p> <p>b. The MSDCP shall pay RailTel:</p> <p>i. BW (MPLS+IBW) charges- Payable on Quarterly advance basis (applicable from DOC- date of commission of BW by RailTel)</p> <p>The revenue share will be paid on monthly basis i.e. within 10 days of end of the relevant monthly period through Project Account mechanism. The BW charges will be taken on quarterly advance basis</p>	<p>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 Project account after deducting its revenue share plus GST thereon.</p> <p>b. The Bandwidth charges shall be retained by RailTel as per the cost identified in line with Para 9.1 of the Governance mechanism. For the balance amount (i.e. “Gross Revenue” minus the discovered “Revenue Share of RailTel” & “BW charges”), PO shall be raised to the MSDCP towards purchase of Data center services. The payment shall be released by RailTel to MSDCP after receiving payment from the customer.</p> <p>The MSDCP shall pay RailTel:</p> <p>i. BW (MPLS+IBW) charges Payable on Quarterly advance basis (applicable from DOC date of commission of BW by RailTel)</p> <p>The revenue share will be paid on monthly basis i.e. within 10 days of end of the relevant monthly period through Project Account mechanism. The BW charges will be taken on quarterly advance basis</p>
	13. Chapter-9-Eligibility Criteria-	In case a single bidder/JV 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	In case a single bidder/JV 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

S.No.	Tender Reference	Original Version	Modified Version
5	13.1- Entities Eligible for Participation	<p>subsidiary of the bidder. In that case, the bidder alongwith its bid shall submit a prior intimation/undertaking letter to RailTel regarding planning to 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.</p>	<p>bid shall submit a prior intimation/undertaking letter to RailTel regarding planning to 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. Before signing the contract with the SPV/Subsidiary, the successful bidder has to submit Indemnity bond as per Annexure-33 of RFP (format enclosed as Annexure 1.2. of this Corrigendum- 3). 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.</p>
6	<p>13. Chapter-9- Eligibility Criteria- 13.1- Entities Eligible for Participation</p>	<p>In view of the complexity of nature of work involved, the consortium entity being awarded the bid may choose to form a JV (Joint Venture) post the award of the LoA. RailTel requires that the parties (those who participated as consortium members) comprising the joint venture/consortium shall accept joint and several liabilities for discharging all obligations under this RFP during the implementation and the operational phase of the project.</p> <p>The General Contract conditions describe the liabilities for the bidder with respect to a consortium as well as a Joint Venture (JV). During the time period intermediate to the formation of the Joint Venture from the Consortium, the liabilities are governed as per the consortium liabilities as mentioned in the RFP. Post the formation of the Joint Venture, the new entity is responsible jointly and severally sharing all liabilities with regards to the RFP. The creation of a registered JV post the agreement is optional.</p>	<p>In view of the complexity of nature of work involved, the consortium entity being awarded the bid may choose to form a JV (Joint Venture) post the award of the LoA. RailTel requires that the parties (those who participated as consortium members) comprising the joint venture/consortium shall accept joint and several liabilities for discharging all obligations under this RFP during the implementation and the operational phase of the project. However, the liability of joint venture/consortium shall be restricted to the value of contract awarded to them.</p> <p>The General Contract conditions describe the liabilities for the bidder with respect to a consortium as well as a Joint Venture (JV). During the time period intermediate to the formation of the Joint Venture from the Consortium, the liabilities are governed as per the consortium liabilities as mentioned in the RFP. Before signing the contract with the newly formed JV, all the bidders of consortium has to submit Indemnity bond as per Annexure-33 of RFP (format enclosed as Annexure-1.2. of this Corrigendum-3). Post the formation of the Joint Venture, the new entity is responsible jointly</p>

S.No.	Tender Reference	Original Version	Modified Version
			and severally sharing all liabilities with regards to the RFP. The creation of a registered JV post the agreement is optional.
7	14-Chapter-10-14.1- Eligibility Criteria	<p>Non- Blacklisting (all consortium partners)</p> <p>None of the consortium partner/single bidder should be currently blacklisted by any of the PSUs/state or central ministries/Regulatory body/Government bodies</p> <p>Notorised Affidavit in stamp paper from each of the consortium partners</p>	<p>Non- Blacklisting (all consortium partners)</p> <p>None of the consortium partner/single bidder should be currently blacklisted by any of the PSUs/state or central ministries/Regulatory body/Government bodies.</p> <p>Notorised Affidavit on requisite value of stamp paper shall be submitted to RailTel from each of the consortium partners (format enclosed as Annexure 34 of RFP- Annexure- 1.3. of this Corrigendum- 3)</p>
8	16.17 Annexure 17: Past Experience Form	<p>16.17 Annexure 17: Past Experience Form (on letter head of Single bidder/lead bidder)</p> <p>.....</p>	<p>16.17 Annexure 17: Past Experience Form (on letter head of Single bidder/lead bidder)</p> <p>(wherever the bidder has signed NDA with their customers for not sharing any particular information items as per requirement of this format, the bidder shall enclose a self-declaration in this regard along with a copy of NDA. However, the format needs to be filled and submitted in this case also with the information which can be shared)</p> <p>.....</p>
9	7-Chapter 3: Model for Development & Operations of Data Centre	<p>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.</p> <p>In case of business is acquired/participated through competitive process (e.g. Tenders/RFP/EOI etc),</p>	<p>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.</p> <p>In case of business is acquired/participated through competitive/nomination/direct 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</p>

S.No.	Tender Reference	Original Version	Modified Version
		<p>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.</p>	<p>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.</p>
10	<p>3- Factsheet & Calendar of Events/ Chapter-2- Clause 6.3- Bid Data-Sheet</p>	<p>Last Date of Submission of Bid (Online)- 15th Jan 2025 till 1500 hrs</p> <p>Opening of Technical Bids- 15th Jan 2025 at 1530 hrs</p>	<p>Last Date of Submission of Bid (Online)- 23rd Jan 2025 till 1500 hrs</p> <p>Opening of Technical Bids- 23rd Jan 2025 at 1530 hrs</p>

1.1 Annexure 32: No-Claim Certificate

(On Company Letterhead)

(To be submitted by-Single bidder/All consortium partners)

Dated: dd/mm/yy

To,
Contract Executing Officer
RailTel Corporation of India Ltd.
Corporate Office
6th Floor, Office Block Tower-2,
NBCC Complex,
East Kidwai Nagar
New Delhi-110023

Sub: Contract Agreement no. _____ dtd. for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land

We, M/s. _____ hereby undertake as follows -

We are in receipt of the sum of Rs. _____ (in numerical) (Rupees _____ only) in full and final settlement of all the payments due to us for all works in pursuance of contract agreement dtd. _____, between us and RailTel Corporation of India Ltd. We hereby unconditionally and irrecoverably certify that all our payments in respect of work executed in pursuance of contract agreement dtd. _____ has been duly received and we do not hold any present or future claim against RailTel corporation with respect to said contract agreement.

We further affirm that, we have duly completed all the transition activities as defined in Exit Management clause 7.6 of RFP . This affirmation is subject to final confirmation from RailTel vide Discharge Certificate), and we put on record that we will not raise any dispute of any description, whatsoever, regarding the assets/materials (physical, active, passive, hardware, software, IPR, documentation, information etc. as defined in the contract agreement) transferred by us and received by us (if any), and that we shall continue to be bound by the terms and conditions of the contract agreement dtd. _____, as regards performance of the contract.

We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us.

Yours faithfully,

Signatures of contractor or
officer authorised to sign the contract documents

on behalf of the contractor/MSDCP

(company stamp)

Date:

Place:

1.2 Annexure 33: Indemnity Bond in Favor of RailTel Corporation of India Ltd- Format

(Notorised affidavit in stamp paper of Rs 100/-)

(To be submitted by-Single bidder/All consortium partners)

Dated: dd/mm/yy

To,
General Manager/BD
RailTel Corporation of India Ltd.
Corporate Office
6th Floor, Office Block Tower-2,
NBCC Complex,
East Kidwai Nagar
New Delhi-110023

Sub: LoA no. _____ dtd. _____ and RFP no. RailTel/GTE/CO/Mktg-BD/2024-25/RFP/Noida DC/001 (Round-2) for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land dated 02-Dec-2024.

We, M/s. _____ hereby undertake as follows -

1. RailTel floated Tender bearing no. RailTel/GTE/CO/Mktg-BD/2024-25/RFP/Noida DC/001 (Round-2) dtd. 02-Dec-2024 with the scope of work of Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land for RailTel. In the said Tender, M/s. _____ (Single bidder/lead bidder in case of consortium) participated as Single bidder/Consortium (name of all consortium members except lead bidder) and Letter of Award bearing no. _____ dtd. _____ was issued to us by RailTel.
2. M/s. _____ (Single bidder/lead bidder in case of consortium). vide its letter no. _____ dtd. _____ has submitted details of its wholly owned Subsidiary/SPV/JV company named M/s. _____ certified true copy of resolution dtd. _____ passed by the Board of Directors of _____.
4. M/s. _____ (Single bidder/lead bidder in case of consortium) also submitted certified true copy of resolution dtd. _____ passed by its Board of Directors which provides for assignment of the project to its wholly owned subsidiary/SPV/JV company i.e.- M/s. _____ subject to requirement/condition mentioned in the Tender proposal/Request for proposal (RFP).

5. In case of any failure or default of any work or default in quality standards on the part of our wholly owned subsidiary/SPV/JV company i.e.- M/s. _____ as agreed under the terms of RFP, we, being in the capacity of holding company and primary/lead bidder or consortium member in tender floated by RailTel, hereby undertake to indemnify and keep RailTel indemnified and their interest protected in all circumstances.

6. Furthermore, we hereby undertake that in the event of failure on the part of Subsidiary/SPV/JV company in discharging the obligations as per contractual obligations, we i.e.- M/s. _____, shall take over the project operation directly/ upon the request of RailTel, and complete the project on standalone basis.

7. We M/s. _____ do hereby agree with and undertake to RailTel, their Successors, assigns etc. in the event that RailTel coming to the conclusion that subsidiary/SPV/JV company i.e.- M/s. _____ has not performed its obligations under the said conditions of the RFP/Tender/Agreement dtd. _____ or have committed a breach thereof, the said conclusion shall be binding on us without any clarification.

8. This Indemnity Bond will remain in existence even after completion of whole contract period unless a discharge certificate in respect of this Indemnity Bond is issued by the office of RailTel. This will be issued after submission of “NO CLAIM CERTIFICATE” issued by the MSDCP.

9. This Indemnity Bond shall not be affected by any change in the constitution of our organization or for any other reason whatsoever.

Date:

Place:

Yours faithfully,

M/s. _____

Witness:

(1)

(2)

1.3 Annexure 34: Non- Blacklisting Certificate

(Notorised affidavit in stamp paper)

(Single bidder/All consortium partner)

RFP Reference No. RailTel/GTE/CO/Mktg-BD/2024-25/RFP/Noida DC/001 (Round-2)

Dated: dd/mm/yy

To,
General Manager/BD
RailTel Corporation of India Ltd.
Corporate Office
6th Floor, Office Block Tower-2,
NBCC Complex,
East Kidwai Nagar
New Delhi-110023

Sub: RFP no. RailTel/GTE/CO/Mktg-BD/2024-25/RFP/Noida DC/001 (Round-2) for Selection of Managed Service Data Centre (DC) partner for Development of Data Centre at RailTel's Noida Land dated 02-Dec-2024.

Dear Sir,

This is to certify that _____ <Organisation name> is not involved in any dispute with Central Govt./ any State Govt./ PSUs/ Or any other Govt. authority pending before judicial/quasi-judicial authority and is not blacklisted by Central Govt./ any State Govt./ PSUs/ Or any other Govt. authority for any reasons whatsoever and is not indulged in corruption or fraudulent practices or unfair trade practices or breach of Contractual Conditions and has not surrendered from executing any work after being awarded with LoA/ Tender.

Place:

Date:

Seal and signature of the bidder