

(b) If the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or

(c) If the Contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser for any extra expenditure he is thereby put to and Contractor shall, under no circumstances, be entitled to any given on re-purchase.

8.24.0. Laws governing the Contract.

8.24.1. This contract shall be governed by the Laws of India for the time being in force.

8.24.2. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

8.24.3. Jurisdiction of courts- This Courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

8.24.4. Marking of stores- The marking of the stores must comply with the requirements of the laws relating to merchandise marks for the time being in force in India.

8.24.5. Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970:

1) The Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contractor Labour (Regulation and Abolition) Central Rules, 1971, as modified from time-to-time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the Rules.

2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time-to-time before the commencement of the contract and continue to have a valid license until the completion of the contract. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the contract.

3) The Contractor shall pay to labour employed by him directly or through Sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor shall, notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the contract including any engaged by his Sub-Contractors in connection with the said contract, as if the labour had been immediately employed by him.

4) In respect of all labor directly or in directly employed in the contract for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.

5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the, Purchaser is obliged to pay any amount of wages to a workman employed by the Contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Purchaser due to the Contractor's failure to fulfil his statutory obligations under the aforesaid Act or the Rules the Purchaser will recover from the Contractor, the amount of wages

so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Purchaser under Section 20, Sub-section (2) and Section 21, Sub-section (4) of the aforesaid Act, the Purchaser shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the Purchaser to the Contractor whether under the contract or otherwise. The Purchaser shall not be bound to contest any claim made against it under Sub-section (i) of Section 20 and Sub-section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Purchaser full security for all costs for which the Purchaser might become liable in contesting such claim. The decision of the Purchaser regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

8.25.0. Headings.

The headings of conditions hereto shall not affect the construction thereof.

8.26.0 Settlement of Disputes/ Arbitration

- 1) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be at New-Delhi.
- 2) All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered maybe entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 3) The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation of India Limited, if the value of claim is up to Rs. 10 lakhs. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the Controversy or disagreement, continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.

8.27.0. Inspection & Rejection: -

Where under a contract the price payable is fixed on FOR station of dispatch basis, the Contractor shall, if the consignee rejects the stores at destination be liable in addition to his other liabilities, to reimburse to the Purchaser the freight paid by the Purchaser.

8.27.1 Notification of Result of inspection-Unless otherwise provided in the specification of schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the Contractor.

8.27.2 Inspection Notes. --On the stores being found acceptable by the inspecting Officer he shall furnish the Contractor with necessary copies of Inspection Notes duly completed, for being attached to the Contractor's bill in support thereof.

8.28.0 Warranty/Guarantee

8.28.1 The materials are to be warranted for 30 Months from date of delivery or 24 months from date of Installation whichever is earlier. The supplier shall warrant that material to be supplied shall be new and free from all defects and faults in material, workmanship, manufacture and shall be of the highest grade consistent with the established and generally accepted standards of materials for the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects (with respect to the specification of the material) that may develop subsequently under the conditions provided in the contract under proper use, arising out of faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

8.28.2 If it becomes necessary for the contractor to replace or renew any defective hardware of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment/ material so replaced or renewed or until the end of the above-mentioned period, whichever may be later. If any defect is not remedied within a 48 Hrs., the Purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.

Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

The Contractor/Seller hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.

he Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid, for a period as mentioned in BID data sheet after their delivery or after a period as mentioned in BID data sheet from the date of placement in service whichever shall be sooner, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment thereof made by the Purchaser.

If during the aforesaid period, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the Seller's risk. If the Contractor/Seller so desires, the rejected goods may be taken over by him or his agents for disposal such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Standard Conditions of Contract relating to the 'rejection of stores' and 'failure' and 'termination' and Clause 8.27.0- 2 above shall apply.

The Contractor/Seller shall, if required, replace the goods or such portion thereof as have been rejected by the Purchaser, free of cost, at the ultimate destination, or at the option of the Purchaser, the Contractor/Seller shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions hereinbefore specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.

8.29.0. Inspection at the Fag end of the Delivery Period-

In cases where only a portion of the stores ordered is tendered for inspection at the Fag end of the delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period, the Purchaser reserves the right to cancel the balance quantity not tendered for inspection within the delivery period fixed in the contract at the risk and expense of the Contractor without any further reference to him. If the stores tendered for inspection during or at the fag end of the delivery period are not found acceptable after carrying out the inspection, the purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the contractor. If, however, the stores tendered for inspection are found acceptable, the Purchaser may grant an extension of the delivery period subject to the following conditions: -

(a) The Purchaser has the right to recover from the contractor under the provision of clause 8.6.2 (a) of Standard Conditions of Contract liquidated damages on the stores which the Contractor has failed to deliver within the period fixed for delivery.

(b) That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty Excise Duty, Sales Tax on account of Foreign Exchange variation or on account of any other tax or duty leviable in respect of stores specified in the contract which takes place after the date of delivery period stipulated in the contract shall be admissible on such of the said stores as are delivered after the date of the delivery stipulated in the contract.

(c) That notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after the date of the delivery stipulated in the contract shall be admissible on such of the said stores as are delivered after the expiry of the delivery period stipulated in the contract.

(d) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Custom Duty, Sales Tax or on account of Foreign Exchange variation or on account of any other Tax or Duty or on other ground as stipulated in the price variation, clause which takes place after the expiry of the date of delivery period stipulated in the contract.

8.29.1. The Contractor shall not dispatch the Stores till such time as an extension in terms of para 8.29.0 (a) to (d) above is granted by the Purchaser and accepted by the Contractor. If the stores are dispatched by the Contractor before an extension letter as aforesaid is issued by the Purchaser and the same are accepted by the Consignee, the acceptance of the stores shall be deemed to be subject to the conditions (a) to (d) mentioned in the paragraph 8.29.0 above.

8.29.2. In case where the some or the entire quantity has not been tendered for inspection with in the delivery period stipulated in the contract and the Purchaser chooses to grant an extension of the delivery period the same would be subject to conditions (a) to (d) mentioned in the paragraph 8.29.0 above.

8.30.0. Additional Conditions: -

These (special) conditions wherever they differ from the Invitation to tender and Instruction to Tenderers override the later.

In addition to those conditions, the following special conditions shall govern the Rate/Running contract and all supply orders placed under it: -

Additional (Special Conditions):

Purpose of Contract: The contract, which shall be deemed to be a Rate /Running contract is intended for the supply of the Stores of the descriptions set forth in the Schedule to Tender during the period therein specified.

Period of Contract: Unless otherwise indicated in the schedule, the period of contract shall be three year from the date of acceptance of offer.

The Purchaser may authorize any officer (who shall hereinafter be called Direct Demanding Officer) at any time during the period of the contract, to place orders, called supply orders direct on the Contractor. The Contractor shall deliver or dispatch the full quantity of the stores so ordered by the Purchaser or the Direct Demanding Officer within the period specified in the contract or as mutually agreed to.

Number or quantity contracted for – subject as hereinafter mentioned, no guarantee can be given as to the number or quantity of the stores which will be ordered during the period of the PO/LOA/Sub PO which is only in the nature of a standing offer from the Contractor. But the purchaser undertakes to order from the contractor all stores as detailed in the contract which he requires to purchase during the period of the contract except that he reserves the right (1) of submitting to competition any supply of Stores included in the contract, (2) of placing PO/LOA/Sub PO contracts simultaneously or at any time during its period with one or more contractors as he may think fit, and (3) of obtaining from any source any stores referred to in the contract to meet any emergency if the Purchaser (whose decision shall be final) is satisfied that the contractor is not in a position to supply specific quantities within the period in which supplies are required.

Minimum/maximum order value - The value of any single supply order shall not be less than one unit and not more than the estimated quantity subject to provision of the contract.

Delay or default in supplies either in part or in full entitles the Purchaser, in addition to other remedies, not to order any further quantities on the contractor even up to any quantities indicated in the contract.

Fall Clause:

I. The price charged for the stores under the contract by the Contractor shall in no event exceed the lowest price at which the contractor sells the Stores or offers to sell stores of identical description to any person / organizations including the purchaser or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or State Government, as the case may be during the period till the performance of all Supply orders placed during the currency of the PO/Advance Purchase Order/rate contract is completed.

II. If at any time, during the said period, the contractor reduces the sales price, sells or offers to sell such Stores to any person / organization including the purchaser or any Department of central Government or any Department of the State Government or any statutory undertaking of the Central or State Government as the case may be, at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction in sales price to the Purchaser and the price payable under the contract for the Stores supplied after the date of coming into force of such reduction shall stand correspondingly reduced, the above stipulation will, however, not apply to:

Export/Deemed Exports by the contractor,
Sale of goods such as drugs which have expiry dates, and

III. The contractor shall furnish the following Certificate to the bill paying officer along with each bill for payment of supplies made against the contract:

"I/We certify that there has been no reduction in sale price of the Stores of description identical to the stores supplied under the contract herein and such stores have not been offered & sold by me/us to any person/organization including the purchase or any Department of Central Government or any Department of State Government or any statutory Undertaking of the Central or State Government as the case may be, up to the date of bill/ the date of completion of supplies against all supply orders placed during the currency of the contract at a price lower than the price charged to the purchaser under the contract except for quantity of Stores categorized under sub-clauses (a), (b), of sub-para II above, details or which are as follows: "

CHAPTER-9

Overview of Data center and details of Infra Installed in Data center, Sec'bad

RCIL has built a Data Centre of 2013 designed on Uptime Tier III Data Centre architecture. which includes the Basic Infrastructure and Information & Communication Technologies (ICT) Infrastructure located at RailTel Building, Secunderabad. The item wise details of the Basic Infrastructure available at RCIL Data Centre, RailTel Building has been described in this section and documented with their make/ model, capacity and quantity in Annexure I for information. The existing physical areas(approx.) of RailTel Data Centre.

- a. Server room – 3500 sq. ft.
- b. UPS room – 300 sq. ft.
- c. LT room- 2x450 sq. ft.
- d. NOC/Tech Support room – 350 sq. ft.
- e. Staging room- 300 sq. ft.
- f. Network room- 300 sq. ft.
- g. BMS room- 150 sq. ft.
- h. Telco Room- 150 sq. ft.
- i. Substation area- 7000 sq. ft.

1. Data Center Cooling Solution

a. HVAC Precision Cooling System

The data Centre is provided 24x7 cooling through a Precision Cooling Systems with 22.5 TR each capacity of 11 units installed in server farm area (Server Room 1 & 2) at 3rd Floor, B-Block, Rail Nilayam. There are three 5.5 TR precision Cooling Systems installed for Network room and Telco room. The precision Cooling Systems setup in (n+1) configuration for exclusive use of Data Centre at 3rd floor.

The agency needs to maintain the PAC systems and meet the following specifications

- a) To maintain the temperature at $20^{\circ}\text{C} \pm 2^{\circ}\text{C}$ for effective functioning of the Servers and to provide a sufficient temperature buffer in case of power failure.
- b) To maintain the humidity at $45\% \text{ RH} \pm 5\%$ to prevent condensation and static build up.
- c) To provide filtration 95 % down to 5 microns for high-level of dust removal.
- d) To have high sensible heat ratios of about 95% to 98% so as to match it with the heat load pattern of the datacenter
- e) To have High CFM to be delivered to the racks so as to quickly remove the high heat generated by the servers.
- f) To give the Data Centre are a positive pressure so that the air leaks out and does not come in from cracks.
- g) These PACs are integrated with BMS software for obtaining parameters of PAC units like alarms, temperature, humidity etc.,

b. Ductable Air- Conditioner for Utility area/ Electrical Room/UPS Rooms & Battery Room

UPS room to be kept at around $22^{\circ}\text{C} \pm 2^{\circ}\text{C}$ for optimum health of the Batteries. Three ductable AC with capacity of 11 TR are provided for LT room 1&2 and UPS room 1&2, two ductable AC with capacity of 5.5 TR for staging room with N+1 redundancy. Two ductable AC with capacity of 3 TR for Battery room.

c. Comfort Air-Conditioner for NOC and BMS room

A normal office air-conditioning systems with capacity 1.5TR 10 Nos has been installed in the NOC, Tech Support room and BMS room in the Data Centre. The ambient temperature shall be maintained at $24^{\circ} \pm 2^{\circ}$ Centigrade.

Regular maintenance works of PACs, Ductable ACs, Comfort ACs& Split AC condenser cleaning and coolant refilling, Humidity fire bottle, regular maintenance of indoor & outdoor Units etc. is required for cooling and environmental controls. The agency is responsible for if any replacement, repairs, damage to any part of PAC/Duct AC/Comfort AC and Split AC units including indoor and outdoor units need to replace/repair with in the time limit by the agency.

2) UPS

- a) There are 4 (four) 400 KVA UPS System with 120 batteries each with capacity of 12V 200 AH only for IT load. A set of Two UPSs serve each source in (n+1) configuration. This redundancy has been maintained at all levels from Source of Power to final delivery up to power distribution unit (PDU) adhering to the guidelines of a Tier 3 Data Centre.
- b) There are 2 (two)20 KVA ups 32 batteries each with 12V 42 AH capacity for emergency lightning and for usage of work stations at BMS, NOC and Tech support rooms
 - (i) Uninterrupted Power Supplies (UPS) provides 3 phase/ Neutral AC to the desired load through a 4-wire power system.
 - (ii) The UPS are fully redundant with N+1 configuration. The back-up time is at least 15 minutes for full load operation during which alternative feed shall provide the input power.
 - (iii)The Power system does not have any Single Point of Failure (SPOF). Agency shall augment the UPS capacity if the load on the UPS increases at any time.
 - (iv) All outgoing of each PDUs are monitored.
 - (v) The agency is responsible for if any repairs, damage to any part of UPS & its accessories need to replace/repair with in the time limit by the agency.
 - (vi) Battery comes under 'Consumables' category and is purchased and replaced on time- to-time separately by RCIL.

3) DG Sets

There are 4 (Four)Diesel Generator sets of 1250 KVA each, a set of two DGs serves each source with day tank capacity of 1000 liters for each DG and with two Ground Tank capacity of 20 KL each as backup power for the data Centre equipment, are

providing emergency power supply during a prolonged power outage is made available for Data Centre for which four DG sets are provided at Power House with N+N redundancy .

- (i) The DG sets are integrated in BMS software for its Parameters like running hours, Voltage, Current, Battery Voltage, fuel temperature etc.
- (ii) The Agency shall include DG sets for maintenance and regular Preventive Maintenance with all its parts and accessories.
- (iii) The agency is responsible for if any repairs, damage to any part of DG need to replace/repair within the time limit by the agency.
- (iv) The DG sets are integrated in BMS software for its Parameters like running hours, Voltage, Current, Battery Voltage, fuel temperature etc.

4) Electrical & Cabling Components and Electrical panels

- (i) The Data Centre is powered with 11KV raw power and this raw power is converted and conditioned into usable power in the Data Centre. Two independent 11 KV feeders extended from 33 KV / 11 KV sub-stations of SC Railway viz., Tarnaka and Boiguda which in turn have 33 KV express feeders from TSSPDCL viz., Osmania University and Secunderabad respectively. This ensures power availability and redundancy.
- (ii) All equipment such as HT breaker, Transformer, Cables & its Routes, LT Breakers, DG Sets, etc.
- (iii) All HT & LT Electrical panels in Power house and data center, its Cables & routes, Connectivity cables from various panels to equipment's like UPS, Battery Breakers, PAC, PDU, etc
- (iv) A substation building of RCC structure of about 7,000 sq.ft. carpet area to house the transformers, DG sets, HT Breakers, etc. is provided. The location of the substation is around 200 meters away from the Data Center building.
- (v) The agency is responsible for if any repairs, damage to any part need to replace/repair within the time limit by the agency.
- (vi) To achieve highest availability of Power with two independent power paths is provisioned
- (vii) Repair/joint works/Replacement of cables whenever required need to be done by the agency

5) Fire Detection, Prevention & Suppression

- (i) In order to minimize damage to the equipment due to fire, the equipment and the furniture used inside data centre, as far as possible, are made of non-combustible material or at least have minimal fire propagation or smoke generating properties.
- (ii) The Data Centre is protected from Fire using State-of-the-art Automatic Smoke/Heat Detection/ Notifier Alarms & Fire Control mechanism using Code of Practices approved by agencies such as Bureau of Indian Standards (BIS), British Standards Institute (BSI) or National Fire Protection Association (NFPA). The alarms are monitored on a 24 x 7 basis & logged for providing reports.

- (iii) The detector must provide different environmental algorithms that allow the detector to provide superior false alarm immunity without the need for additional alarm verification delays.
- (iv) The Fire system deploys High Sensitivity Smoke/ Heat Detectors (HSSD) and Very Early Smoke Detection Appliance (VESDA) to allow swift detection of heat and/or smoke. The System consists of a highly sensitive smoke detector, aspirator, and filter. It has a display featuring LEDs and Reset/Isolate button. The system could be configured by a PC software or a hand held programmer.
- (v) Fire suppression system uses NOVEC 1230 gas as fire suppression agent.
- (vi) Additionally, clean agent Portable Extinguishers are placed at strategic stations throughout the Data Centre and Power House.
- (vii) All the Fire detection, prevention and suppression equipment are centrally monitored with a Fire Management system.
- (viii) The agency is responsible for if any repairs, damage to any part need to replace/ repair with in the time limit by the agency.
- (ix) The agency is responsible for testing and working of Novec gas release pipelines, nozzles and other accessories.
- (x) The refilling of fire extinguishers and NOVEC 1230 gas in the fire suppression system being consumables is excluded.

6) Data Centre Surveillance and Security

- (i) The entire area of the Data Centre is covered using Closed Circuit Video Surveillance, Recording and Replay facilities. It also has installed Motion Sensors.
- (ii) CCTV cameras have also been installed at Power House area.
- (iii) The entry to the data centre is restricted to authorized personnel through Access Control System (Biometric/Proximity).
- (iv) All Data centre doors are equipped with access control System which is integrated in BMS.
- (v) The agency is responsible for if any repairs, damage to any part need to replace/ repair with in the time limit by the agency

7) Other Miscellaneous Equipment

The entry of Rodents and other unwanted pets are controlled using non-chemical, non-toxic devices. Ultrasonic pester pellets are provided in the false ceiling to repel the pests without killing them. However, periodic pest control using Chemical spray must be done as a contingency measure to effectively fight the pest menace.

8) BMS Room Infrastructure:

BMS Room is the hub of Basic Infrastructure of the Data Centre equipment which houses all the monitoring software/equipment. The current Infrastructure Management application is developed by Jonson Control India. This application is integrated with all infrastructure installed in the data center and power house to obtain its parameters like

basic information about site layout, Energy Monitoring system (EMS) of Energy meters, PAC units monitoring system, room temperature and humidity details, UPS parameters, DG set parameters, Ground tank HSD oil availability readings, Energy management of PUE, PDU parameters, Racks consumption and CCTVs, VESDA, WLDS, Fire alarm system panels, Fire Suppression panels and Access control systems etc. BMS equipment is utilized for BMS and Data Centre operations.

Annexure - A

Preventive Maintenance schedule for DC Infra

A. HVAC System

S.N	Equipment Description	Make/ Model	Capacity	Quantity	PM Schedule
1	Precision Air conditioners	EMERSON NETWORK/PEX380EC digital with Icom, (R410A)	22.5 TR	4	BI-Monthly
2	Precision Air conditioners	EMERSON NETWORK / PDX,PX074D, Down Flow up, Digital.	22.5 TR	7	
3	Precision Air conditioners	EMERSON NETWORK/PEX120 EC/DS, with I-com	5.5 TR	3	
4	Ductable AC	Blue Star	11.0 TR	3	Quarterly
5	Ductable AC	Blue Star	5.5 TR	2	
6	Ductable AC	Blue Star	3.0 TR	2	
7	Split AC	Blue Star	1.5 TR	10	

B. UPS System & PPC

1	400 KVA UPS	Emersion/80NET-XL	400 KVA	2	Quarterly
2	400 KVA UPS	Emersion/80-eXL	400 KVA	2	
3	20 KVA UPS	Emersion/ Adapt ITA	20 KVA	2	
4	UPS Batteries (400 KVA)	Amara Raja/ Quanta 12AL200N	12V, 200AH	480	
5	UPS Batteries (20 KVA)	Amara Raja/ Quanta 12AL042	12V, 42AH	68	
6	225 KVA PPC	Emersion/ PPC PM4	225 KVA	6	

C. Diesel Generators & Transformers

1	DG set with other accessories	Perkins/4012-46TAGOA Leorysomer / LSA50.2M6	1250 KVA	2	Bi-Monthly
2	DG set with other accessories	Cummins/KTA-50-G3 Stamford / PI734B1	1250 KVA	2	
3	Transformer	Kirloskar	2000 KVA	2	

D. Electrical-HT & LT Panel, Breakers

1	Electrical -HT and LT Panels of Power House	Tri Square switchgear private ltd.	630/800 A	1 Lot	Quarterly
---	---	------------------------------------	-----------	-------	-----------

2	Electrical LT Panels of DC	LS Power Control, Mahalasa Acoustic Private Ltd.	4000 A, 2000A	1 Lot	Quarterly
3	VCB Breaker	ABB/V max 12.08.20 VCB	11KV, 630/800A	7	Quarterly
4	ACB Breakers	ABB/SACE PR122/P-LSIG	4000 A	8	
5	ACB-DG Breakers	Snyder Electric/MVS_2000A_3P_ CB_D_6G_E	2000A	4	
6	ACB-DG Breakers	Snyder Electric/MVS_4000A_3P_ CB_D_6G_E	4000A	2	
7	Earthing pits and strips	Natural/Chemical	NA	53	

E. Fire Detection, Prevention & Suppression System

1	Fire Alarm System	Siemens	NA	1	Quarterly
2	Fire Suppression System	Ravel	NA	1	
3	Vesda System	Siemens	NA	2	
4	NOVEC Cylinders	Siemens	NA	12	

F. BMS, Access Control, Data Center Surveillance & Security

1	Integrated Infrastructure Building Management Software along with accessories	Desigo Insight / Siemens	NA	1 Set	Quarterly
2	CCTV Surveillance System (Cameras, Application, storage, etc)	NA	NA	1 Set	Quarterly
3	Access Control System (ACD Panels, HID, Readers, Application, etc)	siemens	NA	1 Set	
4	Rodent Repellent System	Maser	NA	3 Sets	
5	Water Leak Detection (WLD) Panel	Star Electronic concept	NA	2 Set	

G. Elevator

1	Elevator	Tysunkrupp/ 8457/13PA00438	8 passenger / 544kg	1	Monthly
---	----------	-------------------------------	------------------------	---	---------

Annexure -C

Detail of the Basic Infrastructure/assets at RailTel Corporation of India Ltd., Secunderabad

A. HVAC System

S.N	Equipment Description	Make/ Model	Capacity	Quantity
1	Precision Air conditioners	EMERSON NETWORK/PEX380EC digital with Icom, (R410A)	22.5 TR	4
2	Precision Air conditioners	EMERSON NETWORK / PDX,PX074D,Down Flow up, Digital.	22.5 TR	7
3	Precision Air conditioners	EMERSON NETWORK/PEX120 EC/DS, with Icom	5.5 TR	3
4	Ductable AC	Blue Star	11.0 TR	3
5	Ductable AC	Blue Star	5.5 TR	2
6	Ductable AC	Blue Star	3.0 TR	2
7	Split AC	Blue Star	1.5 TR	10

B. UPS System

1	400 KVA UPS	Emersion/80NET-XL	400 KVA	2
2	400 KVA UPS	Emersion/80-eXL	400 KVA	2
3	20 KVA UPS	Emersion/ Adapt ITA	20 KVA	2
4	UPS Batteries (400 KVA)	Amara Raja/ Quanta 12AL200N	12V, 200AH	480
5	UPS Batteries (20 KVA)	Amara Raja/ Quanta 12AL042	12V, 42AH	68
6	UPS Battery Breaker (400 KVA)	ABB SACE TMAX/ 80NET BCBE	1250A	2
7	UPS Battery Breaker (20 KVA)	Legrand/ C 63	63A	1
8	UPS Battery Breaker (20 KVA)	Legrand/ C 32	32A	1

C. Precision Power Center

1	225 KVA PPC	Emersion/ PPC PM4	225 KVA	6
2	Rack mounted Power Distribution Units	NA	16A,32A, 63A	220

D. Diesel Generators & Transformers

1	DG sets with sound proof canopy including below items	Perkins	1250 KVA	2
A	Engine	Perkins/4012-46TAGOA	1250 KVA	2
B	Alternator	Leorysomer / LSA50.2M6	1250 KVA	2
2	DG sets with sound proof canopy including below items	Cummins	1250 KVA	2
A	Engine	Cummins/KTA-50-G3	1250 KVA	2

B	Alternator	Stamford / PI734B1	1250 KVA	2
3	Batteries	Exide	180 AH	8
4	Batteries	Pulse Ultra Lite	160 AH	4
5	ACB-DG Breakers in synchronous panels	Snyder Electric/MVS_2000A_3P_CB_D_6G_E	2000A	4
6	ACB-DG Breakers in synchronous panels	Snyder Electric/MVS_4000A_3P_CB_D_6G_E	4000A	2
7	Diesel Storage Day Tank	Sri Gananadha	1000 Litres	4
8	Underground Diesel Storage Tank	Sri Gananadha	20000 Litres	2
9	Fuel Pump	Crompton Greaves/BEA1F4J	1 HP	2
10	Transformer	Kirloskar	2000 KVA	2
11	Exhaust piping and other accessories	NA		4

E. Electrical & Cabling components

1	VCB Breaker (2 no. Main incomers, 2 no's sub incomers, 2 no's out going & 1 no. buscoupler)	ABB/V max 12.08.20 VCB	11KV, 630/800A	7
2	ACB Breakers(2no. Transformers panels, 2no. DG panels, 2 no's Out going Panels & 2 no. LT Main Incomers)	ABB/SACE PR122/P-LSIG	4000 A	8
3	TPN breakers(LT 1& 2 panels, Pac Panel 1& 2)	ABB	1000 A	4
4	TPN Breakers (UPS panels, Main incomer panels,APFC Panel)	ABB	800 A	16
5	TPN breakers(PPC breakers)	ABB	400 A	6
6	TPN breakers(Misc Panel)	ABB	250 A	4
7	TPN breakers(UPS Panel spares)	ABB	315 A	4
8	TPN breakers(UPS panel)	ABB	100 A	8
9	TPN breakers(PAC panel)	ABB	125 A	22

10	TPN breakers(AC panel)	ABB	63 A	18
11	TPN breakers(PAC Change over panel)	ABB	MCOS 125 A	11
12	TPN breakers(PAC Change over panel)	ABB	MCOS 63 A	3
13	TPN breakers(AC panel)	ABB	160 A	6
14	VCB Room to Transformer cable/3CX185 Sq.mm.	NA	630/830 A	2
15	Transformer LT- Cos room/Busduct	C&S Electric/SBA150N3	4000 A	2
16	Cos room to Synchronous Panels/13RX3.5CX400 Sq.mm	NA	4000 A	2
17	Synchronous Panels to DG Busduct	Godrej Smart Busduct	2000 A	4
18	Power house to DC LT panel/13RX3.5CX400 Sq.mm Al. Ar.	NA	4000 A	2
19	LT panel to Misc panel/3.5cX185sqmm Al.Ar.	NA	250 A	2
20	LT panel to Ac Panel/3.5X35sqmm AL.Ar.	NA	63 A	2
21	Lt panel to Ups /2RX1CX240 sqmm Cu.Fl.	NA	800 A	4
22	UPS to Out going panel/8RX1CX185 sqmm	NA	800 A	4
23	UPS out going to PPC/4RX1CX240 sqmm Cu.Fl.	NA	400 A	6
24	Raw power, lighting, staging, elevator, telco room, network room distribution boards/4CX10 Sq.mm	Legrand	63 A	11
25	Lt Panel to APFC panel cable/2RX3.5CX400 Sq.mm.	NA	800 A	2

26	Capacitors in APFC panel	EPCOS power quantity solution	32.8 A (each)/ 25 KVAR	24
27	Lt panel to PAC panel cable/4RX3.5CX300 sq.mm Al.Ar.	NA	1000 A	2
28	PAC panel to 5.5 TR PAC cable/4CX6sqmm Cu.Ar.	NA	63 A	6
29	PAC panel to 22.5 TR PAC cable/4CX25 sqmm Cu.Ar.	NA	125 A	22
30	LT panel to 20 KVA UPS/4CX10sqmm	NA	63 A	2
31	Energy meters	Schneider Electric	NA	20
32	Ammeter	Secure	NA	6
33	Voltmeter	Secure	NA	4
34	TCS Relay	Alston	NA	6
35	Master trip Relay	Alston	NA	6
36	O/E & E/F Relay	Schneider Electric	NA	6
37	Restricted Earth Fault Relay	ABB	NA	2
38	Under Voltage Relay	ABB	NA	2
39	Over Voltage Relay	ABB	NA	2
40	TNC Switch /(vcb room, cos room, LT room)	Saizer	NA	15
41	PPC to 5KW rack/1RX3CX6Sqmm Cu.Fl.	Schneider Electric	32 A	80
42	PPC to 7.5KW rack/3CX6Sqmm Cu. Fl	Schneider Electric	63 A	10
43	PPC to 10KW rack/5CX6Sqmm Cu. Fl	Schneider Electric	32 A	10
44	Earthing pits and strips	NA	NA	53

F. Panels

1	VCB Panels	Tri Square switchgear private ltd.	630/800 A	7
2	COS Panel	LS Power Control	4000 A	6
3	Synchronous panels	Mahalasa Acoustic Private Ltd.	2000 A	4
4	Synchronous panels	Mahalasa Acoustic Private Ltd.	4000 A	2
5	LT panel main incomers	LS Power Control	4000 A	2
6	Misc Panels	LS Power Control	NA	2

7	AC panels	LS Power Control	NA	2
8	Ups outgoing panels	LS Power Control	NA	4
9	PAC panels	LS Power Control	NA	2
10	APFC panels	LS Power Control	NA	2
11	DC DB's	legrand	NA	15
12	Power house DB's	legrand	NA	1
13	HSD Pump panels	Sri Gananadha Industrial corporation.	NA	2

G. Elevator

1	Elevator	Tysunkrupp/ 8457/13PA00438	8 passenger / 544kg	1
---	----------	----------------------------	---------------------	---

H. Fire Detection, Prevention & Supression System

1	Fire Alarm Panel	Siemens	NA	1
2	NOVEC panels	Ravel	NA	5
3	Heat Smoke Detector	Siemens	NA	87
4	Hooter	Bentel	NA	9
5	Electromagnetic locks	Ebelco	NA	13
6	Vesda Panel	Siemens	NA	2
7	Foam Type Fire Extinguisher(AFFF)	SYNERGY	50 lts	5
8	Dry chemical powder	SYNERGY	25 kgs	3
9	Dry chemical powder	SAFEX	2 Kgs	2
10	Fire Extinguishers (CO2)	SAFEX	3 Kgs	14
11	MCP	Siemens	NA	5
12	NOVEC Cylinders	Siemens	NA	12

I. Data Center Surveillance & Security

1	CCTV Camera (Dome type, Bullet Type)	siemens	NA	40
2	CCTV Camera (PTZ type)	Siemens	NA	2
3	CCTV Monitoring TV	VU-55" LED TV -55UH7545	NA	1
4	Access Control Panel	siemens	NA	7
5	Proximity Card Readers	HID	NA	16
6	Biometric Finger Print Reader	HID	NA	4
7	Electromagnetic Lock	Ebelco	NA	13
8	Emergency Break Glass	Siemens	NA	4
9	Multi Lightning sensor detector	Philips	NA	5

10	Rodent Repellent Panel	Maser	NA	3
11	Rodent Repellent Satellites	Maser	NA	1 LOT
12	Water Leak Detection (WLD) Panel	Star Electronic concept	NA	1 Set
13	Water Leak Detection (WLD) Sensing, Cable	Gain Control	NA	1 Set

J. BMS Infrastructure

1	BMS System	HP	NA	1
2	Integrated Infrastructure Management Software	Desigo Insight / Siemens	NA	1
3	CCTV-1 SYSTEM	HP	NA	1
4	CCTV-2 SYSTEM	HP	NA	1
5	CCTV POE Switch-1	DLink-DW-1210-28 p	NA	1
6	CCTV POE Switch-2	DLink-DW-1210-28 p	NA	1
7	CCTV POE switch-3	Edge core (ECS 4100-12 p)	NA	1
8	CCTV POE switch 1 Power house	Dlink DGS-1210-10p	NA	1
9	CCTV POE switch 2 Power house	Digisol DG-GS1008pf, 8 ports	NA	1
10	Phase -1 PAC Dlink SWITCH	Digisol DG-FS1016D/E 16 port	NA	1
11	Phase-2 PAC Dlink SWITCH	Dlink DES-1016A 16 Port	NA	1
12	Application Server	HP proliant DL180G6	NA	2
13	Application Server	HP proliant DL380G5	NA	1
14	Application Server	HP proliant ML330 G6	NA	1
15	NAS STORAGE	NETGEAR RND-4C	NA	1
16	DDC PANEL HARDWARE	SIEMENS	NA	1
17	DDC PANEL SOFTWARE	SIEMENS	NA	1

K. Miscleaneous Items

1	Static Switches	Vetiv	32A	15
2	AC-DC Converters	Emerson-Netsure501IC4	NA	2
3	All other Misc like DBs, Sockets, Cables, Switches, MCB, TPN Breakers etc.,	NA	NA	Lot
4	Metal and Glass Doors in DC	NA	NA	16

CHAPTER-10**Information Security and Confidentiality****1) ADHERENCE TO SAFETY PROCEDURES, RULES, REGULATIONS AND RESTRICTION**

Agency shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Agency shall abide by the laws.

Agency shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Purchaser's employee also shall comply with safety procedures/policy.

The Agency shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

Agency shall also adhere to all security requirement/regulations of the Purchaser during the execution and Maintenance of the work.

Access to the Purchaser's Data Centre should be strictly restricted in the following manner:

- a) No access to any person except one explicitly authorized by the purchaser should be allowed entry. Even if granted, access should be restricted to the pertaining equipment of the purchaser only and access to any other equipment must be strictly precluded by necessary means, locks, video surveillance, etc.
- b) No access to any person should be allowed without being unaccompanied by a security staff at all times during his/her presence in the Data Centre area and subject to recorded video surveillance. Records of such surveillance shall be maintained by the Agency for review by the purchaser as and when required.
- c) No access to any employee of the Agency, except the essential staff who has genuine work-related need, should be given. All such access should be logged in a loss-free manner for permanent record with unique biometric identification of the employee to avoid misrepresentations or mistakes

2) INFORMATION SECURITY:

The Agency shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the Purchaser, out of Data Centre premises without prior written permission from the Purchaser.

The Agency shall develop a comprehensive Information Security Policy (ISP) covering all the assets within 10 days from the date of signing of the contract. The agency shall implement the ISP only after approval from RCIL. The ISP shall act as the basis for all security compliance and operations.

Agency acknowledges that Purchaser's business data and other Purchaser proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Purchaser and Agency agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Agency to protect its own proprietary information. Agency recognizes that the goodwill of Purchaser depends, among other things, upon Agency keeping such proprietary information confidential and that unauthorized disclosure of the same by Agency could damage Purchaser and that by reason of Agency's duties hereunder. Agency may come in to possession of such proprietary information, even though Agency does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access there to employees with a need to such access to perform the services required by this agreement. Agency shall use such information only for the purpose of performing the said services.

Agency shall, upon termination of this agreement for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to Agency by Purchaser, including any copies or reproductions, both hardcopy and electronic.

3) **CONFIDENTIALITY**

The Agency shall not use Confidential Information (CCTV records, Biometric Records etc), the name or the logo of the Purchaser except for the purposes of providing the Service as specified under this contract.

The Agency shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the members of the, subcontractors and other service provider's team members to the satisfaction of the Purchaser.

The Agency shall sign a Non-Disclosure Agreement (NDA) with the Purchaser. The Agency, its antecedents and the sub-contractors shall be bound by the NDA. The Agency will be held responsible for any breach of the NDA by its antecedents, delegates or sub-contractors.

The Agency shall notify the Purchaser promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Purchaser.

The Agency shall be liable to fully recompense the Purchaser for any loss of revenue arising from breach of confidentiality. The Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the Agency in relation to disputes arising out of breach of obligation by the Agency under this clause.

4) **MISCELLANEOUS**

Any other terms & condition, mutually agreed to prior to finalization of the work order shall be binding on the agency.

RCIL reserves the right to modify and amend any of the stipulated condition/ criterion of the tender document depending upon project priorities vis-à-vis urgent commitments. RCIL also reserves the right to cancel this tender without assigning any reason thereof.

RCIL will not be responsible for any delay in obtaining the terms and conditions of the tender or submission of the tender document.

The selected agency shall not, without RCIL prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of Information furnished by or on behalf of RCIL in connection therewith, to any person other than a person employed by the agency in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only, so far as may be necessary for purposes of such performance.

The selected agency shall do the back-to-back AMC of equipment wherever it is applicable and share its copy to RCIL

If the selected agency is not able to fulfill its obligations under the contract, which includes non-completion of the work, the RCIL reserves the right to accomplish the work through another agency. Any costs, damages etc. resulting out of the same shall have to be borne by the selected agency, which can be recovered from his bills or sending a claim.

RCIL may by written notice sent to the selected Agency, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for RCIL's convenience, the extent to which performance of work under the work order and /or the Contract is terminated, and the date upon which such termination becomes effective. RCIL reserves the right to elect.

RCIL further reserves the right to accept or reject any or all Bids, at any time prior to award of order, without assigning any reasons what so ever and without there by incurring any liability to affected bidder or bidders due to such an action being taken by RCIL.

The decision of RCIL arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any agency to bring pressure of any kind shall disqualify the agency for the present tender and the agency may be liable to be debarred from bidding in RCIL tenders in future for a period of Five years.

Chapter-10 (A)**Service Level Agreements and Penalties****SLAs on Power and Cooling (Data Center Infrastructure)**

The bidder shall guarantee 99.982% uptime for Data Centre infrastructure. The Bidder shall be liable for liquidated damages for uptime maintained below 99.982 % in a month.

A. Power Availability:

- 1) The Vendor should warrant 99.982 % uptime on Power in the Customer Area provided Customer subscribes for dual (both primary and redundant) feed.
- 2) Power problem shall exist when Power is not available to both the primary and redundant outlet simultaneously and would result in a downtime when the particular Power device or equipment is shut down due to the Power problem.

B. Air-conditioning Availability:

- i. Vendor must warrant 99.982 % uptime on Cooling in the Customer Area.
- ii. The average Cold Ailes temperature will be maintained, between 20° and 22° and $\pm 2^\circ$ on a daily basis as measured at the nearest PAC unit.
- iii. Average relative humidity will be maintained between 45% and 60% as measured at the nearest PAC unit.
- iv. RailTel shall be eligible for service credits when temperature / humidity recorded shows a deviation from the set limits for a prolonged period of time and this results in a downtime for a particular device or equipment being shut down due to overheating.

C. Service Level Agreements and Penalties

- 1) The agency shall ensure that the data center infrastructure shall have an uptime of 99.982%. During the support period agency shall submit a monthly uptime report of the infrastructure. **For every additional minute of down time beyond SLA, a penalty at the rate of Rs. 10000/- per minute will be imposed and will be deducted from running invoice.**
- 2) Any failure of critical components like power distribution equipment's, PPC's, PAC's, UPS's etc shall be restored within 48 hrs from the time of failure. **For any delay beyond 48 hrs, Penalty slab is as follows**

Upto 48 Hr : Nil

48 Hr – 72 Hr : Rs.1000 Per Hr

Above 72 Hr : Rs. 1000 Per Min

Will be imposed and will be deducted from running invoice.

- 3) DG related issues shall be restored within 03 (Three) Days from the time of failure. **For any delay beyond 03 (Three) Days, Penalty slab is as follows**
 - Upto 03 Days: Nil
 - 03 Days – 06 Days: Rs.5000 Per Day
 - Above 06 Days: Rs 1000 Per Hr
 - Will be imposed and will be deducted from running invoice
- 4) For Compressor related issues in PAC, shall be restored within 03 (Three) Days from the time of failure. **For any delay beyond 03 (Three) Days, Penalty slab is as follows**
 - Upto 03 Days: Nil
 - 03 Days – 06 Days: Rs.5000 Per Day
 - Above 06 Days: Rs 1000 Per Hr
 - Will be imposed and will be deducted from running invoice
- 5) Any failure of non-critical components (non-IT service affecting) shall be restored within 72 hours from the time of failure. **For any delay beyond 72 hrs, Penalty slab is as follows**
 - Upto 72 Hr : Nil
 - Above 72 Hr : Rs. 1000 Per Day
 - Will be imposed and will be deducted from running invoice.
- 6) Preventive maintenance should be conducted as per schedule prescribed in tender document. **For any delay beyond 7day, a penalty of Rs 1000/- per day will be imposed and will be deducted from running invoice.**
- 7) Manpower (Shift In-charge DC and BMS) needs to arrange for DC service as per tender condition, **Absence of any shift in-charge will impose penalty of 2000/- per day and will be deducted from running invoice.**
- 8) Manpower (Supervisor) needs to arrange for DC service as per tender condition. **Absence of Supervisor will Impose penalty of Rs 3000/- per day and will be deducted from running invoice**

However maximum penalty of 10% of quarterly invoice value as per Tender/PO value will be deducted from running Invoice.

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The Agency shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels.

Chapter-11

Annexure -I

Performance bank guarantee

PERFORMANCE BANK GUARANTEE BOND

In consideration of the RailTel Corporation of India Limited: Address: 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad- 500 016

1. (Herein after called RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No. dated made between and for (hereinafter called “the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We, (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. 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(s) of any of the terms or conditions contained in the said Agreement.
2. We, Bank **and our local branch at Secunderabad (indicate detail address of local Branch with code no.)** 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 caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or 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.
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) 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(s) / Supplier(s) shall have no claim against us for making such payment.
4. We, 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(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the (1)..... We shall be discharged from all liability under this Guarantee thereafter.
5. We, (indicate the name of Bank) Further agree with the RailTel that the RailTel shall have the 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(s) 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(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) 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 discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).

We, the Bank further agree that this guarantee shall be invokable at our place of business at/New Delhi (indicate detailed address of local New Delhi Branch with code no.). The branch at New Delhi is being advised accordingly.

(indicate the name of Bank) lastly undertaken not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the day of , 2023 for

(Indicate the name of the Bank)

Witness:

1. Signature
Name
2. Signature
Name



Annexure- II

COMPLIANCE STATEMENT (On Bidder's Letter Head)

DECLARATION

We hereby undertake and agree to abide by all the terms & conditions and Scope of services stipulated by RAILTEL in the TENDER including all annexure, addendum and corrigendum.

Bidder

Signature and Seal of

We certify that the product offered by us for tender conforms to the Technical specifications stipulated by you with the following deviations

List of deviations

1)

2)

3)

4)

5)



(If left blank it will be construed that there is no deviation from the specifications given above)

Signature and Seal of Bidder

Annexure- III

Bidder's Profile Information (on the bidder's letter head)

S.No.	Particulars	Description		
1	Name of the Bidders/Company			
2	Constitution			
3	Date of Establishment/ Incorporation			
4	Address Registered Office ----- Corporate/ Head Office			
5	Bank Details including - Account Name Account Number Bank & Branch Details IFSC Code			
6	Name of Contact Person (At least Two) Telephone Number Fax Number E-Mail Address Website			
7	Financial Details	2020-21	2021-22	2022-23
	Net Profit			
	Turn Over			

Signature & Seal of Company



Annexure IV

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The paper has to be in the name of the tenderer) **

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),
M/s..... (hereinafter called the tenderer) for the purpose of the Tender documents for the work of..... as per the tender No.
of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof. I/we hereby declare that I/we have downloaded the tender documents from <https://railtel.enivida.com>
3. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the tenderer)**..... and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

I/We above named tender do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

Place & Dated:

DEPONENT
SEAL AND SIGNATURE OF THE TENDERER

**The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public

Annexure-V

**PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE
(On Stamp Paper of Rs. one hundred)**

**General Manager IT(Projects)
RailTel Corporation of India Limited**

I / We.....hereby guarantee that the tender requirement, on the basis of which we have submitted our tender no. has been carefully read and complied in our offer to conform to the end objectives in the tender documents and to technical specification therein. We further guarantee that in the event of the performance of the system, when installed, not complying with the end objectives or with the specifications contained in the tender documents, we shall provide further inputs to enable the RailTel to realize the end objectives contained in these documents without any additional payment for any additional Equipment which may be required in this regard. We further guarantee that all the expenses for providing the additional inputs under the System Guarantee will be borne by us. We further guarantee that these additional inputs will be provided by us to make the system workable within 1 month from the date on which this guarantee is invoked by the Purchaser. The guarantee is valid for a period of one year from the date of commissioning of the system.

(Signature of Firm's Authorized Officer)
Seal

Signature of witness:

1.

2.

RAILTEL
A Government of India
Undertaking

Annexure-VI

Format for Power of Attorney to Authorize Signatory

(on non- judicial stamp paper duly notarized)

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s._____(name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms. _____(Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our EOI for the Project____ (name of the Project), including signing and submission of the EOI response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with _____ (Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

- a. *To be executed by all the members individually.*
- b. *The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

Annexure-VII

AGREEMENT

This Agreement is made on thisday of
 between RailTel Corporation of India Ltd, a company
 incorporated under Companies Act 1956 and having its Regional Office at 1-10-39 to 44,
 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad-
 500 016 acting through Sh/Smt.....
 (hereafter called "RailTel") of the one part which expression unless repugnant to the
 context shall mean and include its successors, permitted assigns and representatives.

And

..... (CIN.....),
 Address..... India (hereafter called the "Contractor") of the other part which
 expression unless repugnant to the context shall mean and include its successors,
 permitted assign and representatives.

In this Agreement, unless the context suggest otherwise, words in the singular shall
 include the plural and vice versa, and a reference to a "Party" or the "Parties" means the
 parties to this Agreement.

And WHEREAS The Parties with mutual consensus hereby affirm as per all the clauses of
 Tender Document for "Operation and Maintenance of Data Center Infrastructures along
 with Man Power Support, at RailTel Corporation of India Ltd, Rail
 Nilayam, Secunderabad" Tender No.

..... Dated to form a part of this
 agreement.

To enforce fulfillment of support objectives, for this purpose, he shall prepare a
 maintenance plan and make available the services of qualified maintenance engineers for
 critical subsystem (power, cooling and BMS System) stationed at the location on
 24X7X365 approved by Purchaser's Engineer. Contractor shall submit monthly
 maintenance report jointly with RailTel Engineer.

During this period, the contractor shall remain responsible to arrange replacement as
 stipulated in Tender document and for setting right at his own cost. The decision of the
 RailTel's representatives in this regard to direct the contractor to attend to any damage or
 defect in work shall be final and binding on the contractor.

During this period, the contractor shall be provide updates, patches bug fixes available from the OEM from time for all the software supplied and installed by the bidder as a part of the contact without any additional cost. The contractor shall keep RailTel informed of the availability of such updates and install them after getting approval from RailTel.

During this period, the contractor shall be responsible to the extent expressed in this clause for any defects that may develop under the conditions provided, for by the contract and under proper use, arising from faulty materials, design or workmanship in the plant, or from faulty execution of the plant by the contractor but not otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser Engineer who shall state in writing in what respect the portion is faulty.

If it becomes necessary for the contractor to replace or renew any defective portions of the system under this clause the provisions of this clause shall apply to the portions of the plant to be replaced or renewed until the expiration of three months from the date of such replacement or renewal or until the end of the support period whichever may be later. If any defect is not remedied within reasonable time, the purchaser, may proceed to do the work at contractor's risk and expense, but without prejudice to any other rights which the purchaser may have against the contractor in respect of such defects.

Tenderer shall provide maintenance support from OEM for a minimum period of 5 years.

During this period the terms and conditions similar to as mentioned in Tender document shall be applicable.

Note: The acceptance of the above is mandatory and any deviation/ non acceptance will lead to rejection of the bid summarily.

The agency shall ensure that the data center infrastructure shall have an uptime of 99.982%. During the support period agency shall submit a monthly uptime report of the infrastructure. **For every additional minute of down time beyond SLA, a penalty at the rate of Rs. 10000/- per minute will be deducted from running invoice.**

Any failure of critical components** which affect the IT services or reduce the Tier level of DC viz power distribution equipment's, PDU's, PAC's UPS's etc shall be restored within 30 Minutes from the time of failure. **For any delay beyond 30 Minutes, a penalty of Rs.1000/- per minute will be deducted from running invoice.**

Critical Item definition:** Equipment's which are directly affecting uptime of 99.982%. Equipment's-UPS, PDU's, PAC & CAC, Transformer, DG Sets, LT Panels, Power Cabling, Industrial Power sockets, Fire System, HT Panel, power supply in racks source down for any reasons.

Any failure of non-critical components (non-IT service affecting) shall be restored within 48 hours from the time of failure. **For any delay beyond 48 hours, a penalty of Rs. 5000/- per hrs will be deducted from running invoice.**

Non-Critical Items_ All items which are not covered in Critical Items list.

The total value of the penalty shall be limited to a maximum of 10 % of the contract value.

- I. In accordance to Letter of Acceptance (LOA) the cost of work shall be/- inclusive of GST per annum and valid for a period of three years. Total value for three years is Rs./- inclusive of GST.
- II. Completion period is from to
- III. An amount of Rs./- (Inclusive of GST) is due per quarterly payment of the respective years as mentioned in Tender document.

Now this Agreement witness that in consideration of the premises and the payment to be made by RailTel to the Contractor, the Contractor shall perform the above said work to satisfaction of RailTel in accordance with the said specifications and conditions and Agreement. Upon Contractor's completion of the work for each quarter, RailTel shall affect quarterly payment at the rates mentioned in item (iii)above.

Full Force of the Agreement. Except as expressly modified or amended by the terms of this Agreement, the Agreement and all provisions contained therein are, and shall continue to be, in full force and effect and shall henceforth, apply to this Agreement.

IT IS HEREBY agreed and declared that all the provisions of the said specifications and conditions of Agreement have been carefully read and understood and shall be binding upon the Contractor and RailTel.

Encl:

Bank Guarantee NO. dt :- of Rs./- (3% of total Cost Rs./-) as per the Contract, valid till

CONTRACROR:

M/s
Address.....

RAILTEL CORPORATION OF INIDA LTD

2nd Floor, B-Block, Rail Nilayam,
 Secunderabad - 500025

WITNESS:

- 1.
- 2.

CHAPTER – 12

CHECK LIST (To be filled up & uploaded)

SN	Have you submitted the following documents?	Submitted /complied or Not	Page No./ ref No. of Offer
1	Cost of tender document as per NIT		
2	Power of Attorney as per Annexure VI Chapter-11		
3	Downloaded tender document digitally signed		
4	Constitution of Firm and Power of Attorney, Partnership Deed etc.		
5	Earnest money amounting Rs 6,56,000/- (Rs Six Lakhs Fifty Six Thousand only)		
6	Offer letter duly signed by the authorized signatory as per Chapter -5		
7	Authorization from such OEMs/Authorized Vendors* of OEM (As mentioned in Tender document in Annexure II of Chapter 9) to be submitted along with the bid. *Authorized Vendor stands for the OEM's Authorized Vendor who can give authorization to the bidder for this very work.		
8	Compliance statement for acceptance of the Scope of Work (Chapter 4) and Special Tender Conditions, General Tender Conditions and Standard Conditions of Contract (Chapter3, Chapter 7 and Chapter 8)		
9	Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions		
10	System Performance Guarantee as per Annexure V		
11	Schedule of Requirements (with price) as per Chapter-1		
12	Performance statement including Copies of Purchase Orders & Inspection certificates as per clause 3.3.1 as per Chapter 3.		
13	Affidavit as per Annexure IV		

Non submission / Non-compliance of above documents as deliberated in Check List will make the offer liable to be summarily rejected.

DETAILS OF CREDENTIALS SUBMITTED AGAINST ELIGIBILITY CRITERIA

S N	Clause	Supporting documents	Details/Remarks	Page no of the Bid
1				
2				
3				
4				
5				
6				
7				
8				
9				
1 0				

