

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI NO. RCIL/SR/ERS/2023-24/EOI/1 DTD. 27-06-2023

Expression of Interest (EOI)

For

**“Supply, Installation, Testing & Commissioning of ISP Hardware
and Software For Kerala Fibre Optic Network”**



Issued by:

RailTel Corporation of India Ltd

(A Mini-Ratna PSU under Ministry of Railways)

Kerala Territory Southern Region,

1st Floor Eastern Entry Tower Ernakulam Junction

Railway Station Ernakulam, 682016

Disclaimer

RailTel Corporation of India Ltd. (herein after called the RailTel) has prepared this Expression of Interest (EOI) document solely to assist prospective bidders in making their decision of whether bid or not to bid.

While the RailTel has taken due care in the preparation of information contained herein and believes it to be accurate, neither the RailTel or any of its Authorities or Agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. This information is not intended to be exhaustive and interested parties are required to make their own inquiries and do site visits that it may require in order to submit the EOI. The information is provided on the basis that it is non-binding on RailTel, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. The RailTel reserves the right not to proceed with the bidding/EOI process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the EOI further with any party submitting an EOI. No reimbursement of cost of any type will be paid to persons or entities submitting the EOI.

EOI NOTICE

RailTel Corporation of India Limited,
Kerala Territory Office,
1st Floor, Eastern Entry Tower,
Ernakulam South Railway Station, Ernakulam-682016

EOI NO. RCIL/SR/ERS/2023-24/EOI/1 DTD. 27-06-2023

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empaneled Partners for Selection of Implementation Partner from RailTel Empaneled Business Associate for exclusive PRE-BID TEAMING ARRANGEMENT for the following

“Supply, Installation, Testing & Commissioning of ISP Hardware and Software for Kerala Fibre Optic Network “

The details are as under:

SCHEDULE OF EVENTS

Date of EOI Floating	27-06- 2023
Last date for submission of Bids against EOI	30-06- 2023 at 11:00 Hours
Opening of Bids received against EOI	30-06- 2023 at 11:30 Hours
Number of copies to be submitted	Single stage (Single Packet System)
EOI document cost inclusive tax (non-refundable)	Nil
Token EMD	Rs. 5,00,000/-
EMD	Rs. 38,09,254/-
Bid Submission Mode	Through E-mail to – ers.eoi5@railtelindia.com

Note: RailTel reserves the right to change the above dates at its discretion.
Bids received after due date and time will be summarily rejected.

Sd/-
(JGM/TERRITORY MANAGER)
RailTel/Kerala Territory

Earnest Money Deposit (EMD)

- 1) **Token EMD payable:** Rs. 5,00,000 at the time of submission of EoI in the form of RTGS only
- 2) **Remaining amount of EMD :** EMD to be submitted by the selected BA in the form of Bank Guarantee/Online Bank Transfer/Fixed Deposit immediately within 24 hrs on advise from RailTel before the submission of the bid.
- 3) **Validity of the EMD:** The EMD shall be valid till the finalization of end customer RFP/Tender i.e award of order and till submission of Performance Guarantee of requisite value with due regards to the validity of the offer.

Initially while participating in EoI the bidder needs to submit Token EMD i.e., Rs. 5,00,000/- in the form of RTGS / NEFT. The remaining amount shall be submitted before the submission of bids to end user/Customer. (KSITIL). Bids without token EMD will be summarily rejected.

The EMD should be in the favor of RailTel Corporation of India Limited payable at Secunderabad through online bank transfer. Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.

RailTel Bank Details for Submission of EMD / PBG: Union Bank of India, Account no. 327301010373007, IFSC Code: UBIN0805050. Demand Draft should be submitted in favor of RailTel Corporation of India Limited payable at Secunderabad.

EMD should be valid till submission of Performance Guarantee as detailed in clause 14.

Token EMD will be forfeited in case of non submission of remaining EMD and PBG in time.

Eligible Business Associates are required to direct all communications related to this Invitation for EOI document, through the following Nominated Point of Contact persons:

Contact Details for this EOI:

Level:1 Contact: Shri. Nazeeb K T, Senior Manager
Email: nazeeb@railtelindia.com Contact: +91-9746769883

Level: 2 Contact: Shri. Anoop Jose. A, Jt. General Manager
Email: anoop@railtelindia.com Contact: +91-9746999166

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Note:

1. The response to EOI invited from eligible Empaneled Partners of RailTel only.
2. All the document must be submitted with proper indexing and page nos.
3. This is an exclusive pre-RFP partnership arrangement with empaneled business associate of RailTel for participating in the end customer RFP. Selected partner's authorized signatory has to give an undertaking that they will not submit directly or indirectly their bids and techno-commercial solution/association with any other Organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to prospective customer Organization by RailTel). **This undertaking has to be given with this EOI Response.**
4. Transfer and Sub-letting: The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose-off the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

Bidder has to agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP and further issued corrigendums as mentioned below:

End customer Tender Ref. No.	KSITIL/KFON/2023-24/7608
Tender ID	2023_KSITI_577589_1
Date of floating	20-05-2023
Due date	01-07-2023
Floated on portal	e-Procurement Portal of Govt of Kerala (https://etenders.kerala.gov.in/)

5. Bidder also undertake to submit MAF of major items of the proposed solution and other documents required in the end Customer Organization's tender in favor of RailTel against the proposed products. The selected BA has to provide MAF from the OEM in the name of RailTel for bidding in the concerned tender of KSITIL, if their proposed solution is quoted to the customer.
6. The selected bidder will have to accept all Terms & Conditions of KSITIL RFP on back-to-back basis, wherever applicable.

7. Any corrigendum(s) issued by KSITIL against pertinent tender/RFP shall be the part and scope of this EOI document on back-to-back basis.
8. No exemption/relaxation is applicable to MSME/Startups.
9. Only, the eligibility clause/criteria and marks scoring criteria for SI/BA (Prospective BA/SI) as mentioned in KSITIL's RFP is not applicable on the bidder/BA applying against this EOI. Rest all Terms & Conditions of RFP floated for pertinent tender will be complied by SI/BA/bidders.
10. However, OEM considered by SI for this project have to mandatorily comply all the eligibility & technical criteria/compliance on back-to-back basis in line with end customer RFP and corrigendum(s) issued thereof.
11. **Please refer KSITIL RFP Payment terms as this will remain applicable on back-to-back basis on successful bidders. Payment shall be made after actual receipt of payment from KSITIL.**
12. Bidder may check the price/commercial bid as per BOQ and match the same with FORMATS FOR SUBMISSION OF THE COMMERCIAL BID of KSITIL's RFP and if found any discrepancy, maybe brought to the notice of RCIL immediately and may modify their financial bid format as per KSITIL RFP financial bid document.
13. As this is a customer centric bid on back-to-back basis. The benefits of MSME shall not be applicable on this EoI & Work Order issued on the basis this EoI.

1. About RailTel

RailTel Corporation of India Ltd (RailTel) is one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optic fibre network on exclusive Right of Way (ROW) along Railway track. The OFC network presently reaches to over 4500 towns & cities of the country including several rural areas. With its Pan India high-capacity network, RailTel is working towards creating a knowledge society at various fronts. The portfolio of services provided by RailTel includes Data Centre & DR services, Tele-presence as a service, NLD services, IP-1 services, Internet and Broadband services on a pan-India basis.

Equipped with an ISO 9001, 20000-1:2011 & 27000 certification, RailTel offers a wide gamut of managed telecom services to Indian Telecom market including Managed lease lines, Tower co location, MPLS based IP-VPN, Internet, Data Centre services, NGN based voice carriage services to Telecom Operators, Dark fibre leasing to MSOs/LCOs. The major customer segment for RailTel comprises of Enterprises, Banks, Government Institutions/Department, Educational Institutions/Universities, Telecom Service Providers, Internet Service Providers, MSOs, etc. RailTel being a “Mini Ratna (Category-I)” PSU is steaming ahead in the enterprise segment with the launch of various services coupled with capacity augmentation in its Core network.

2. Background of EOI

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

In this regard, RailTel intends to participate in the tender floated by KSITIL (hereafter referred to as ‘KSITIL’) and accordingly seeks to select a suitable partner for pre-bid arrangement.

RailTel intends to participate in RFP floated by KSITIL (End Customer Organization) for “Supply, Installation, Testing & Commissioning of ISP Hardware and Software for Kerala Fibre Optic Network”

RailTel invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner for participating in above mentioned work for the agreed scope work. The empaneled partner is expected to have excellent execution capability and good understanding of customer local environment.

Bidder has to agree to comply with all OEM technical & financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. Bidder also undertake to submit MAF of major items of the proposed solution and other documents required in the end Customer Organization tender in favor of RailTel against the proposed products. The selected BA has to provide MAF from the OEM in the name of RailTel for bidding in the concerned tender of KSITIL, if their proposed solution is quoted to the customer.

The details of pertinent tender are as below:

Tender Title: SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF ISP HARDWARE AND SOFTWARE FOR KERALA FIBRE OPTIC NETWORK, KSITIL RFP

Ref. No.: KSITIL/KFON/2023-24/7608 dated 20-05-2023; latest amendment/Corrigendum / clarifications floated on: KSITIL E tenders portal (<https://etenders.kerala.gov.in>)

RailTel invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner/consortium member to participate in above mentioned work for the agreed scope work. The empaneled partner is expected to have excellent execution capability and good understanding of customer local environment.

System Integrator (SI)/BA shall quote for only single OEM/ make and model for each item description. The make and model shall be clearly mentioned in the proposal. Series of make and model will not be accepted, and bid shall be summarily rejected.

3. Scope of Work & Partner Selection

The scope of work will be as mentioned in the pertinent end Customer organization RFP for “SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF ISP HARDWARE AND SOFTWARE FOR KERALA FIBRE OPTIC NETWORK” Vide Ref No.: KSITIL/KFON/2023-24/7608 dated 20-05-2023 on the website <https://etenders.kerala.gov.in/> with all latest amendment/Corrigendum/ clarifications.

The scope of work shall be as per **KSITIL Tender** KSITIL/KFON/2023-24/7608 dated 26 -05-2023 on the website <https://etenders.kerala.gov.in/> with all latest amendment/Corrigendum/ clarifications.

Broad Scope of Work

The successful bidder shall deploy its resources for achieving the objectives of KFON project but not limited to the following.

For EOI NO. RCIL/SR/ERS/2023-24/EOI/1 DTD. 27-06-2023

1. Supply, installation, testing and commissioning of BNG gateway solution (Including CGNAT) on existing routers (Juniper MX Series) or as a separate solution (Hardware/software/appliance) to handle 2.5 lakh scalable to 5 lakhs FTTH subscribers.
2. Supply, installation, testing and commissioning of IPDR, DHCP and DNS solution to handle 2.5 lakh scalable to 5 lakhs FTTH subscribers.
3. Supply, installation, testing and commissioning of DDOS solution to handle traffic of 10Gbps scalable to 40Gbps in active – active.
4. Supply, installation, testing and commissioning of required Servers.
5. Supply, installation, testing and commissioning of DWDM solution.
6. Obtain required OS, DB, Virtualization License.
7. Supply, installation, testing and commissioning of required Storage.
8. Supply of additional OSS/BSS licenses to support up to 2.5 lakh scalable to 5 lakhs FTTH customers in the existing BSS solution along with Auto-Config server to manage 2.5 Lakh scalable to 5 Lakhs FTTH CPEs.
9. Provide warranty for 5 years.
10. Manage the warranty for 5 years after successful commissioning and handing over to the Authority.
11. Comply with all statutory and regulatory licensing requirements and support

for KFON network expansion projects.

12. The packing Materials and other scrap shall be disposed by the BA at their risk and cost

The broad scope of work includes: -

The bidder shall supply necessary hardware and software required for the KFON network to provide various ISP services across Kerala for automating and provisioning of new products and services etc provided under this project but not limited to the following:

- Supply, Install, Test and Commission of all the Hardware & Software as mentioned in the Table below.
- Provide technical advisory support for KFON project network expansion.
- Coordination with KFON System Integrator (M/s. BEL and its Consortium Partners) and external stakeholders.
- Coordinate with KSITIL internal resources and third parties/vendors for execution of projects.
- Perform risk assessment management to minimize/mitigate project risks.
- Establish and maintain relationships with third parties/vendors.
- Create and maintain comprehensive project documentation.

The packing Materials and other scrap shall be disposed by the BA at their risk and cost

Schedule of Requirements (in Brief):

S.No	Item Description	UoM	Qty
1	BNG Solution	Lot	4
2	Distribution Switches	No	10
3	IPDR	Lot	1
4	DDoS	Lot	1
5	DWDM (2*100Gbps)	Lot	1
6	DNS Solution	Lot	2
7	Servers	Lot	1
8	Storage	Lot	1
9	OS, DB, Virtualization License	Lot	1
10	OSS with Auto Config Server (ACS) for managing 2.5 Lakhs scalable to 5 lakhs TR-069 supported FTTH CPEs	No	2,50,000

Support for KFON network expansion projects.

The vendor shall undertake to train officers / staff nominated by the RCIL as per clause with reference to TERMS AND CONDITIONS OF CONTRACT as per KSITIL Tender KSITIL/KFON/2023-24/7608 dated 20-05-2023.

SITE ACCEPTANCE TEST: TEST RUN / TRIAL RUN: Refer to SPECIAL TERMS AND CONDITIONS OF CONTRACT as per KSITIL Tender KSITIL/KFON/2023-24/7608 dated 20-05-2023.

Scope of work

1. Supply, installation, testing and commissioning of BNG gateway solution (Including CGNAT) on existing routers (Juniper MX Series) or as a separate solution (Hardware/software/appliance) to handle 2.5 lakh scalable to 5 lakhs FTTH subscribers.
2. Supply, installation, testing and commissioning of IPDR and DNS solution to handle 2.5 lakh scalable to 5 lakhs FTTH subscribers .
3. Supply, installation, testing and commissioning of DDOS solution to handle traffic of 10Gbps scalable to 40Gbps .
4. Supply, installation, testing and commissioning of DWDM solution.
5. Supply, installation, testing and commissioning of required Servers.
6. Obtain required OS, DB, Virtualization License.
7. Supply, installation, testing and commissioning of required Storage.
8. Supply, Installation, Testing and Commissioning of OSS with Auto-Config Server (ACS) to manage 2.5 Lakhs scalable to 5 lakhs TR-069 supported FTTH CPEs .
9. Provide warranty for 5 years.
10. Manage the warranty of the system for 5 years after successful commissioning and handing over to the Authority.
11. Comply with all statutory and regulatory licensing requirements and support for KFON network expansion projects.

Special Note: RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.

3.1 Warranty

The warranty would be valid for a period of 60 months from the date of supply. The

bidder shall warrant that products to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings. The bid shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Authority who shall state in writing in what respect the products are faulty.

If it becomes necessary for the bidder to replace or renew any defective portion/portions of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment 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 reasonable time, the Purchaser may proceed to do the work at the contractor's risk & cost, 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 bidder free of all charges at site including freight, insurance, and other incidental charges.

3.2 Warranty Support

Material for repair during Warranty Period shall be handed over / taken over by bidder's engineer/representative at KFON Warehouse locations. During the warranty period, the bidder shall remain responsible to arrange replacement at bidder's cost for any equipment supplied by bidder which is of defective manufacture or design or malfunction due to any cause whatsoever. The decision of the Authority in this regard to direct the bidder to attend to any damage or defect in work shall be final and binding on the bidder. In case bidder fails to replace any faulty part, the following penalties will be applicable.

3.3 Service Level Agreement- per Quarter for each instance

Failure affecting service interruption or degradation

SL#	Service Level	Applicable Penalty
1	Within 2 days	No Penalty applicable
2	Between 2 to 10 days	50% of quarterly operation and maintenance charges
3	Between 10 to 20 days	75% of quarterly operations and maintenance charges

4	Between 20 to 30 days	90% of quarterly operations and maintenance charges
5	Beyond 30 days	100% of quarterly operations and maintenance charges and the authority may forfeit the PG

Failure having no impact on services

SL#	Service Level	Applicable Penalty
1	Within 7 days	No Penalty applicable
2	Between 8 to 20 days	30% of quarterly operation and maintenance charges
3	Between 21 to 60 days	50% of quarterly operations and maintenance charges
4	Between 61 to 90 days	75% of quarterly operations and maintenance charges
5	Beyond 90 days	100% of quarterly operations and maintenance charges and the authority shall forfeit the PBG.

3.4 Purpose of EOI

The intent of this RFP is to invite proposals from the prospective bidders for SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF ISP HARDWARE AND SOFTWARE FOR KERALA FIBRE OPTIC NETWORK Vide Ref No.: KSITIL/KFON/2023-24/7608 dated 20-05-2023. on the website <https://etenders.kerala.gov.in> with latest amendment/ Corrigendum/ Clarifications, as per the scope of work of KSITIL RFP.

- 3.5 Solution provider/BA need to offer solution with no single point of failure in hardware and without any downtime in operations of KSITIL. **SLA shall be applied as per KSITIL's tender document and corrigendum released, if any on back-to-back basis.**

3.6 Bidder may submit their response in form of duly signed and stamped and submit techno- commercial bid through Online mode vide email sent to **ers.eoi5@railtelindia.com**, within the stipulated date and time, as mentioned in this EOI document.

3.8. Interested partners may note that this is a single stage, single Packet Bid.

3.9. Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document.

3.10. **Technical Bid contains following :-**

i. Eligibility Criteria

S.N	Type	Description	Document Required
1	Existence / Origin	The company must be registered in India.	Certificate of Incorporation
2	General	The company must have: I. valid PAN card. II. Been registered with GST. III. has paid ITR for last 3 financial year ending 31 st March 2022.	I. Copy of PAN Card. II. Copy of GST registration certificate. III. Copy of ITR filed.
3	General	The company should not be blacklisted by any Government institution/ Government PSU	Self-declaration, in case this is discovered to be otherwise, the bidder will be declared ineligible at any stage of the tender.
4	Turnover	The bidder must have cumulative turnover at least Rs. 45 Crores in the last three financial year ending 31st March 2023 .	Audited Balance Sheet & CA certificate
5	Net Worth	The bidder must have positive net worth in last 3 FY's ending 31 st March 2023.	Audited Balance Sheet & CA certificate

6	Experience	The bidder should have supplied at least Rs. 10 Crore worth of IT/Telecom Hardware to central/state government or PSUs during the last five years	Copy of Purchase/ Work Order & completion certificate issued by customer / PO issuing authority. If a project is ongoing, a certificate to that effect
7	Empanelment	Bidder must be empanelled with RailTel as Business associate.	Copy of Empanelment letter and Empanelment PBG submitted, if any.

- ii. The Technical Compliance of the Scope of Work. However, format may be modified by bidder as per their choice, but item must be marked with OEM Name, MAF provided or not and Data Sheet attached.
- iii. The Technical Compliance sheet provided with Hard Copy of Technical Specs.
- iv. **Price quote in the attached format (Annexure 8).**
- v. Compliance of OEM with their MAF's and all mandatory documents asked by KSITIL from OEM.
- vi. Unconditional Acceptance of the Tender document of KSITIL and any Other/General Document of KSITIL Tender RFP along with corrigendum and addendum.
- vii. This EOI acceptance.
- viii. Annexure Formats as mentioned in this EOI.
- ix. All documents mentioned in checklist and annexures of this EOI.
- x. The Seller agrees to undertake Warranty, Maintenance contract for a minimum **period as per KSITIL**. Undertaking in this regard is to be submitted along with the technical bid.

- xi. Delivery Period Undertaking – As per pertinent tender floated by KSITIL.

The Supply, Installation, Testing and Commissioning and its related works should be completed within 85 days from the issue of LOA. Any delay by the Tenderer in providing the services shall invite LD clause @ 0.5% of total tender cost per week up to a maximum of 10%. Beyond this period, the Tenderer is liable to any or all the sanctions viz. invocation of Bank Guarantee / forfeiture of security deposit, Blacklisting.

- xii. The bid should be duly signed and submitted by Authorized Signatory. The bidder has to submit notarized of non-judicial stamp paper of appropriate value Powerof Attorney having authorized signatory's nomination along with board resolutionin favour of power of attorney.

- xiii. The bidder has to mandatorily submit notarized Annexure-11 on non-judicialstamp paper of requisite value of Rs. 200, else bid shall be summarily rejected.

3.11. Prospective bidder's bid evaluation will be done based on above mentioned documents. Bids of those Bidders will be summarily rejected who submit Technical Documents without OEM Name, Make and Model, technical Compliance, and unconditional acceptance of the KSITIL hard Copies and this EOI.

3.12. Based on evaluation of outcome against 3.10, whoever may qualify as per 3.10.i and further complying technical requirement with supporting documents of OEM MAF, datasheets, BOQ/BOM may be treated as Technically qualified partner for Stage-1.

3.13. Bidders selected as per Para 3.13 above will be treated as eligible for financial bid opening.

3.14 Financial Bid:

The Annexure 8 of for financial quote

3.15 For the opened bid as per outcome of Clause 3.10 above, the bidder will be selected on the **lowest quote (L-1)** basis for complete 'Scope of Work' as mentioned in the EOI document and Physical documents of technical specifications of KSITIL, subject to the respective overall bid is in compliance to the requirements of this EOI. The so selected partner will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'. It is re-mentioned, that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP.

3.16 As of now, EOI response from interested partners is invited considering that the selected partner will be responsible for delivering of complete 'Scope of Work' as mentioned in the KSITIL's tender document and subsequent corrigendum. However, RailTel at its discern, may take- up a certain portion / percentage of 'Scope of Work' by communicating to the CSP at any point of time during the engagement period. (The day at which 'CSP' is declared, will mark the start of engagement period. The period will be valid till final outcome of this tender is announced by KSITIL. In case, RailTel comes out to be winner of the KSITIL tender, then the engagement period will get auto-extended to the period RailTel serves KSITIL for the concerned tender, unless terminated earlier by RailTel as per terms and conditions mentioned in this EoI document). In this scenario, commercial engagement with the CSP will be for that portion / percentage only, which has not been taken by RailTel. Accordingly, resultant value of work will be derived on the basis of negotiated (in case) commercial bid of the CSP.

3.17 RailTel on the basis of inputs / factors available to it from various resources, past experiences of its ICT projects and on the basis of negotiated (in case) commercial bid of the CSP, will endeavor to place best techno-commercial bid in response to the pertinent KSITIL's tender. Further relationship with CSP will be based on the outcome pertinent KSITIL's tender.

4 Compliance Requirements and Eligibility Criteria for Interested Bidders

4.1. The interested bidder should be an Empanelled Partner with RailTel on the last date of bid submission of EOI & has to provide relevant documents to qualify as per Clause 3.10.i of this EOI.

4.2. The interested bidder should submit Earnest Money Deposit (EMD) if applicable, in the format as mentioned in this EOI document along with the bid.

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

4.4. The interested bidder should submit an undertaking for maintaining of 'Local Content Compliance' and shall submit a certificate mentioning the 'Local Content Percentage' duly signed and stamped by statutory auditor or cost auditor or authorized signatory of the interested partner. This will not be a binding clause in cases where end

customer has not asked Local Content Clause/Make in India Clause in their Current RFP.

4.5 The bidder has to mandatorily provide all Annexures of this EOI and corrigendum(s) thereof.

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

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

4.8. The interested bidder shall not have a conflict of interest with one or more bidding parties. Participation of interested bidder(s) with a conflict-of-interest situation will result in the disqualification of all bids in which it is involved. A bidder may be in a conflict of interest with one or more parties if including but not limited to:

a. Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or;

b. Have a relationship with each other directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another interested partner.

4.9. The interested bidder should not be seeking / extending / exploring similar arrangements / engagements with any other organization except RailTel, for the KSITIL tender.

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

4.11. In addition to above clauses, bid of interested bidder should be in compliance to terms and conditions and technical requirements of the pertinent KSITIL tender as referred above.

Note: The interested bidder should submit duly signed and stamped EOI cover letter as per the format mentioned at Annexure-02 of this EOI document, as unconditional submission of meeting the clauses mentioned above, from Clause **4.1. to Clause 4.11.**

5 Resources to be Deployed

- i. The bidder shall carry out all necessary activities during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.
- ii. Adequate training, required to carry out the activities mentioned in the scope of work above, shall be provided by Bidder to all deployed resources.
- iii. Boarding, lodging, transportation, and all other expenses of the deployed resources are to be borne by bidder,
- iv. The Authority shall be at liberty to object to and require the bidder to remove from the works any person who in his opinion misconducts himself or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Authority to be undesirable. Such person shall not be employed again at works site without the written permission of the Authority and the persons so removed shall be replaced within a week's time by competent substitutes.
- v. The Authority has agreement with the bidder only, it is the responsibility of the bidder to ensure all due diligence is carried out for background verification of resources deployed. And in any case, the Authority will not be responsible for the violation of due diligence or offence committed by the bidder or any of its resources.

6 Proposal Preparation and Submission Cost

6.1. The interested partner is responsible for all costs incurred in connection with participation in this EOI process, including, but not limited to, cost incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by RailTel to facilitate the evaluation process or all such activities related to the bid process. RailTel will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This EOI document does not commit to award a contract or to engage in negotiations.

7 Amendment to EOI Document

7.1. At any time prior to the deadline for submission of bids, RailTel, may, for any reason can modify the EOI document by an amendment. All the amendments made in the document would be informed by displaying on RailTel's (www.railtelindia.com) website only. The interested bidders are advised to visit the RailTel website on regular basis for checking necessary updates. RailTel also reserves the rights to amend the dates mentioned in this EOI for bid process. RailTel may, at its discretion, extend the last date for receipt of EOI response.

8 Bid Validity Period

8.1. Bid of Interested partners shall remain valid for the period of 7 months from the lastdate of submission of EOI, as mentioned in this EOI document.

8.2. RailTel may request for an extension of the period of validity. The validity of the 'EMD', should also be suitably extended if called upon to do so by RailTel. The request and the responses thereto shall be made in writing through e-mail communication only. Further, whenever the bid validity extension is submitted by the interested partner, it should be ensured by interested partner that their PBG (Performance bank Guarantee) related to the empanelment should have minimum validity of 90 days from the last date of extended bid validity period.

9 Right to Terminate the Process

9.1. RailTel may terminate the EOI process at any time without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EOI does not constitute an offer by RailTel. The interested bidder's participation in this process may result in RailTel selecting the CSP to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

10 Language of Bid

10.1. The bid prepared by the interested partner and all correspondence and documents relating to the bids exchanged by the bidder and RailTel, shall be written in English Language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Authorised Signatory of the interested partner.

11 Submission of Bid

11.1. The interested bidder should take into account any Corrigendum to this EOI document that may have been published before submitting their EOI response. The bid is to be submitted in

the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.

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

11.3. An Organization / Interested Bidder can submit only 'One EOI Response'. Submissionof multiple EOI Response by interested bidder(s) may lead to rejection of all of its bid.

12 Rights to Accept / Reject any or all EOI Response

12.1. RailTel reserves the right to accept or reject any EOI Response, and to annul the biddingprocess and reject all Bids at any time prior to award of the Contract, without thereby incurring any liability to the affected interested bidder(s), or any obligation to inform the affected Bidders of the ground for RailTel's action.

13 Payment Terms

Back-to-back basis as per KSITM RFP No. KSITIL/KFON/2023-24/7608 dated May 2023

The payment cycle for the Successful Bidder would start from the date of signing of contract or deployment of resources whichever is later. The payment to be made to theSuccessful Bidder shall be subject to the SLAs (Service Level Agreements) to be signed by the bidder post issuance of work order.

13.1. Payment will be released after receiving the invoice for the work / services and after RailTel has received the necessary certification and acceptance from KSITIL for the same work / services. Any deduction /Penalties levied by KSITIL will be carried **back-to-back** and will be deducted from SI/BA/CSP's invoices/B,subject to the cause to deduction / penalty is due to deviation in terms and conditions of service standardsby the CSP.

13.2. Documents list required at the time of payment/invoice submission by selected bidder shall be: -

- Valid Tax Invoice (in Triplicate).
- Delivery Challan.
- Factory Test Report
- QA& COQ inspection certificate duly signed by OEM.
- FAT Inspection Certificate or Approval of waiver for the same.
- Packaging List
- Purchaser's Inspection certificate
- Consignee receipt
- Warranty certificate of OEM
- Insurance certificate
- A certificate duly signed by the firm certifying that equipment/ materials being delivered are new and conform to technical specification.
- A certificate duly signed by the firm certifying that the equipment/ materials being delivered are complete in all respect for the concerned items for which the payment is being released.

All payments shall be released after sign-off by the Authority. The Authority shall make all efforts to make the payment within 30 days of receipt of the invoice.

14 Performance Guarantee (PG)

- 1) **Value of Performance Guarantee:** The performance guarantee will be equivalent to 5% of the total quoted value of the work by the BA.
- 2) **Submission:** This can be submitted in the form of Bank Guarantee/Online Bank Transfer/Fixed Deposit
- 3) **Validity:** The Performance Guarantee shall be valid/extended for a period of 3 months after the successful completion period of the work in total.

The PBG should have validity for a period as per KSITIL RFP and **shall be on back to back basis**. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the CSP under the contract. However, no interest shall be payable on the PBG. In the event, CSP

being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discern. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the CSP's failure to complete its obligations under the contract. RailTel shall notify the CSP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the CSP is in default.

14.1. RailTel shall also be entitled to make recoveries from the CSP's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

14.2. If the service period gets extended by virtue of extension of same by KSITIL, PBG should also be extended accordingly.

14.3. During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by KSITIL (in case) to RailTel. In such scenario(s) also, Clause No. 13.1. to Clause No. 13.4. are to be followed by the CSP.

14.4. In case the KSITIL has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected bidder has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Bidder will be accepted in lieu of PBG from Scheduled Bank.

14.7. In case KSITIL has sought any other types of PBG in this contract at present or in future or else Integrity Pact PBG (presently or in future), same remain applicable on selected Bidder. The Said PBG will be issued by Selected Bidder from Scheduled Bank favoring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.

14.8 Integrity pact in the format if any, as per KSITIL to be provided by the Bidder.

15. Details of Commercial Bid / Financial Bid

15.1. Interested partner should submit commercial bid strictly as per the format mentioned by KSITIL in the pertinent tender document or subsequent corrigendum (if any).

- 15.2. The commercial bid should clearly bring out the cost of the services with detailed break- up of taxes.
- 15.3. The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and bidder.
- 15.4. The quantity of 'Line Items' may vary at the time of placing of Purchase Order or during the Contract Period, as communicated by KSITIL (in case) to RailTel. In such scenarios, the 'Per Unit' cost will be considered to arrive on contractual amount between RailTel and CSP.
- 15.5. It is also possible that KSITIL may surrender / increase, some or all of the quantities of service items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and CSP shall be considered, at sole discern of RailTel.
- 15.6. It is also possible that during the contract period, KSITIL may raise Purchase Order to RailTel for the line items (and respective quantities) which are not mentioned in the pertinent tender of KSITIL. In such scenario, RailTel at its sole discretion, may extend the scope of the contract with CSP by placing order to KSITIL, **on back-to-back basis**.
- 15.7. In addition to the Payment Terms, all other Contractual Terms will also be on '**back-to-back**' basis between RailTel and CSP, as mentioned in the pertinent KSITIL's tender. MAF (Manufacturer's Authorization Form) in the name of RailTel and another MAF in Bidders Name (separately with reference to this EOI) from the OEMs, whose product is mentioned in commercial bid format, should also be ensured by the partner. The MAF format and required content should be in-line with KSITIL's tender, if specifically asked by KSITIL in a particular format.

16. Duration of the Contract Period

- 16.1. The contract duration shall be same as of KSITIL's contract duration with RailTel until otherwise terminated earlier. **Indicative contract duration is 5 Years as per KSITIL**, unless otherwise terminated earlier, as mentioned in this EOI document and subject to successful participation of RailTel in the pertinent KSITIL's tender. The

contract duration can be renewed / extended by RailTel at its discern, in case KSITIL extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by KSITIL to RailTel.

17. Restrictions on 'Transfer of Agreement'

17.1. The CSP shall not assign or transfer its right in any manner whatsoever under the contract / agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the contract / agreement to any third party either in whole or in any part i.e., no sub-contracting / partnership / third party interest shall be created.

18. Suspension, Revocation or Termination of Contract / Agreement

18.1. RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the CSP shall be payable by RailTel.

18.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice of Three (03) month or as per KSITIL tender condition whichever is earlier issued to the CSP, terminate/or suspend the contract / agreement under any of the following circumstances:

- a) The CSP failing to perform any obligation(s) under the contract / agreement.
- b) The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- c) Non adherence to Service Level Agreements (SLA) which RailTel has committed to KSITIL for the pertinent tender.
- d) The CSP going into liquidation or ordered to be wound up by competent authority.
- e) If the CSP is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing.

In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as deemed fit under the circumstances.

- f) It shall be the responsibility of the CSP to maintain the agreed Quality of Service, even during the period when the notice for surrender/ termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which CSP's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.
- g) Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either Suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The CSP shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the CSP in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of CSP available with RailTel can be forfeited.

19. Dispute Settlement

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

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

19.3 All arbitration proceedings shall be conducted in English.

20. Governing Laws

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

21. Statutory Compliance

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

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

22. Intellectual Property Rights

22.1. Each party i.e., RailTel and CSP, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.

22.2. Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this EoI and subsequent contract in any circumstances.

23. Severability

23.1. In the event any provision of this EOI and subsequent contract with CSP is held

invalid or not enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of the contract and Annexure/s which will be in full force and effect.

24. Force Majeure

24.1. If during the contract period, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

24.2. In the event of a Force Majeure, the affected party will be excused from performance during the existence of the force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this contract. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

25. Indemnity

- 25.1. The CSP agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an “Indemnified Party”) promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney’s fees and disbursements) and expenses (collectively, “Losses”) to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from:
- a) Any mis-statement or any breach of any representation or warranty made by CSP or
 - b) The failure by the CSP to fulfill any covenant or condition contained in this contract by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by CSP pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by CSP pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party’s trade secrets under the laws of India (collectively, “Infringement Claims”); or
 - c) Any compensation / claim or proceeding by any third party against RailTel arising out of any act, deed or omission by the CSP or
 - d) Claim filed by a workman or employee engaged by the CSP for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.
- 25.2. Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

26. Limitation of Liability towards RailTel

- 26.1. The CSP (SI/BA) liability under the contract shall be determined as per the Law in force for the time being. The CSP shall be liable to RailTel for loss or damage

occurred or caused or likely to occur on account of any act of omission on the part of the CSP and its employees (direct or indirect), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of CSP or his agents or any person / persons claiming through under said CSP, However, such liability of the CSP shall not exceed the total value of the contract.

- 26.2. This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the CSP is legally liable.

27. Confidentiality cum Non-disclosure

- 27.1. The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.

- 27.2. Notwithstanding the foregoing, neither Party shall have any obligations regarding non- use or non-disclosure of any confidential information which:

- 27.2.1. Is already known to the receiving Party at the time of disclosure:
- 27.2.2. Is or becomes part of the public domain without violation of the terms hereof;
- 27.2.3. Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:
- 27.2.4. Is received from a third party without similar restrictions and without violation of this or a similar contract.

27.3 The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this

contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law.

27.4 Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.

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

28 Assignment

28.1 Neither this contract nor any of the rights, interests or obligations under this contract shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this contract will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

29 Insurance

The CSP agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software etc. as per KSITIL tender specified terms.

30 Exit Management

30.1 Exit Management Purpose

30.1.1 This clause sets out the provision, which will apply during Exit Management period. The parties shall ensure that their respective associated entities carry out their respective obligation set out in this Exit Management Clause.

30.1.2 The exit management period starts, in case of expiry of contract, at least 03 months prior to the date when the contract comes to an end or in case

EOI No. RCIL/SR/ERS/2023-24/EOI/1, dated 27.06.2023
of termination contract, on the date when the notice of termination is sent to the CSP. The exit management period ends on the date agreed upon by RailTel or Three (03) months after the beginning of the exit management period, whichever is earlier.

30.2 Confidential Information, Security and Data:

CSP will promptly, on the commencement of the exit management period, supply to RailTel or its nominated agencies the following (if asked by RailTel in writing):

30.2.1 Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code (if any); any other data and confidential information created as part of or is related to this contract;

30.2.2 All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to RailTel or its nominated agencies, or its replacing vendor (as the case may be).

30.3 Employees : Promptly on reasonable request at any time during the exit management period, the CSP shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide RailTel a list of all employees (with job titles and communication address), dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the CSP, RailTel or the replacing vendor may make an offer of contract for services to such employees of the CSP and the CSP shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.

30.4 Rights of Access to Information: Besides during the contract period, during the exit management period also, if asked by RailTel in writing, the CSP shall be obliged to provide an access of information to RailTel and / or any Replacing Vendor in order to make

an inventory of the Assets (including hardware / software / active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other related material.

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

31. Waiver

31.1. Except as otherwise specifically provided in the contract, no failure to exercise or delay in exercising, any right, power or privilege set forth in the contract will operate as a waiver of any right, power or privilege.

32. Changes in Contract Agreement

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

**ANNEXURE 1 - FORMAT FOR PROJECT
EXPERIENCE CITATIONS**

Sl. No.	Item	Bidder's Response
1	Name of Bidder entity	
2	Assignment Name	
3	Name & Address of Client	
4	Approximate Value of the Contract (in INR Crores)	
5	Duration of Assignment (months)	
6	Start Date (month/year)	
7	Completion Date (month/year)	
8	Narrative description of the project	
9	Details of Work that defines the scope relevant to the	
10	Documentary Evidence attached	

Annexure - 02

EOI COVER LETTER

(On Organization Letter Head)

Eoi Ref No.:

Date:

To,

The Joint General Manager (ERS),
RailTel Corporation of India Limited,
Kerala Territory Office,
1st Floor, Eastern Entry Tower,
Ernakulam South Railway Station ,
Ernakulam 682016

KSITIL Tender Ref. No KSITIL/KFON/2023-24/7608 dated 20-05-2023 on
<https://etenders.kerala.gov.in> portal

Dear Sir/Madam,

1. I, the undersigned, on behalf of M/s, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI. It is also undertaken and submitted that we are in abidance of Clause 4 (from Clause 4.1 to Clause 4.11) of EOI.
2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 210 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and maybe accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (CSP) for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which

renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.

4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. I hereby undertake and give unconditional acceptance for compliance of all terms & conditions of KSITILRFP issued vide ref no. RCC/NR/UPSO-I/ENG/PT-97/22-23 dated 09-08-2022 on <https://etenders.kerala.gov.in> portal, against this EOI based customer's requirement.
7. I hereby undertake that there will be no deviation from the Terms and Conditions of EOI and KSITIL's RFP issued vide ref no.: RCC/NR/UPSO-I/ENG/PT-97/22-23 dated 09-08-2022 on <https://etenders.kerala.gov.in> portal.

Signature of Authorized
Signatory

Name & Designation

Date -----

Annexure - 03

Local Content Compliance
(On Organization Letter Head)

EoI Ref No.:

Date:

Joint General Manager (ERS),
RailTel Corporation of India Limited,
Kerala Territory Office, 1st Floor, Eastern
Entry Tower,
Ernakulam South Railway Station
Ernakulam 682016

KSITIL Tender Ref. No KSITIL/KFON/2023-24/7608 dated 20-05-2023 on
<https://etenders.kerala.gov.in> portal

Dear Sir/Ma'am,

I, the undersigned, on behalf of M/s, hereby submits that our technical solution for the 'Scope of Work' mentioned under the EoI document is in compliance of local content requirement and makes us equivalent to 'Class-I local supplier' / 'Class-II local supplier' (mention whichever is applicable) for the EoI under reference, as defined under the order No. P-45021/2/2017-PP(BE-II) dt. 04-June-2020 issued by Ministry of Commerce and Industry, Govt. of India.

I hereby certify that M/sfulfills all requirements in this regard and is eligible to be considered and for the submitted bid Local Content Percentage is % (write in figures as well as in words).

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

Signature of Authorized Signatory

Name Designation

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

KSITIL Tender Ref. No KSITIL/KFON/2023-24/7608 dated 20-05-2023 on <https://etenders.kerala.gov.in> portal

S. No.	Document
1	EOI Cover Letter (Annexure-02)
2	Technical compliance sheet
3	Price bid
4	Local Content Compliance & Percentage Amount (ure-03)
5	TECHNICAL BID COVER LETTER
6	COMMERCIAL BID COVER LETTER
7	EMD as per EOI document
8	This EOI copy duly Signed and Stamped by the Authorized Signatory of Bidder
9	All Annexure/ Appendices/Formats/ Declarations as per KSITIL Tender Ref. No KSITIL/KFON/2023-24/7608 dated 20-05-2023 addressing to RailTel.
10	Compliance of eligibility criteria related documents as per Clause 3
11	Any relevant document found suitable by bidder

Note:

1. The technical bid should have a 'Index' at the starting and all pages of bid should be serially numbered and should be traceable as per the 'Index'.
2. All the submitted documents should be duly stamped and signed by the Authorized Signatory at each page.
3. The above checklist is indicative only. RailTel may ask for additional documents from the bidders, as per the requirement.

FORMAT FOR TECHNICAL BID COVER LETTER (ANNEXURE 5)

(On Company Letter Head)

To,
Joint General Manager (ERS),
RailTel Corporation of India
Limited, Kerala Territory
Office, 1st Floor, Eastern Entry
Tower,
Ernakulam South Railway
Station, Ernakulam 682016

Sub: Submission of the response to the Tender No. <<tender id>>. Request for Proposal for Supply, Install, Test & Commission of ISP hardware and Software of Kerala Fibre Optic Network

We, the undersigned, offer to provide services for Request for Proposal for Supply of ISP hardware and Software of Kerala Fibre Optic Network for KSITIL in response to the request for proposal dated <insert date> and tender reference no <> **“Request for Proposal for Supply, Installation, Testing & Commissioning of ISP hardware and Software of Kerala Fibre Optic Network”**. We are hereby submitting our proposal online, which includes the pre-qualification, technical bid, and commercial bid.

We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our proposal is accepted, to initiate the implementation services related to the assignment not later than the date indicated in this tender.

We agree to abide by all the terms and conditions of the RfP and related corrigendum(s)/ addendum(s). We would hold the terms of our bid valid for 6 months from the date of opening of the commercial bid as stipulated in the RfP.

We hereby declare that as per RfP requirement, we have not been black listed/ debarred by any Central/ State Government and we are not the subject of legal proceedings for any of the foregoing.

We understand you are not bound to accept any proposal you receive.

Signature of Bidder

Place:

Name

Date:

FORMAT FOR COMMERCIAL BID COVER LETTER (ANNEXURE 6)

To,

The Joint General Manager (ERS),
RailTel Corporation of India
Limited, Kerala Territory
Office, 1st Floor, Eastern Entry
Tower,
Ernakulam South Railway
Station, Ernakulam 682016

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the tender documents with respect to **Request for Proposal for Supply, Installation, Testing & Commissioning of ISP hardware and Software of Kerala Fibre Optic Network**, do hereby propose to provide services as specified in the tender reference No.

_____.

Price and Validity

- a. All the prices mentioned in our bid are in accordance with the terms & conditions as specified in the RFP. The validity of bid is 8 months from the date of opening of the commercial bid.
- b. We are an Indian firm and do hereby confirm that our prices are inclusive of all duties, levies etc., excluding GST.
- c. We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on income tax, professional and any other corporate tax is altered under the law, we shall pay the same.

Unit rates: We have indicated in the relevant schedules enclosed, the unit monthly rates for the purpose of accounting of payments as well as for price adjustment in case of any increase / decrease from the scope of work under the contract.

Deviations:

we declare that all the services shall be performed strictly in accordance with the RFP irrespective of whatever has been stated to the contrary anywhere else in our bid. Further, we agree that additional conditions, if any, found in our bid documents, shall not be given effect to.

We had remitted an EMD as specified in the tender document terms.

Tender pricing: we further confirm that the prices stated in our bid are in accordance with your instruction to bidders included in tender documents.

Qualifying data: we confirm having submitted the information as required by you in your instruction to bidders. In case you require any other further information/documentary proof in this regard before evaluation of our tender, we agree to furnish the same in time to your satisfaction.

Bid price: we declare that our bid price is for the entire scope of the work as specified in the RFP. These prices are indicated in annexure-commercial bid format attached with our tender as part of the tender.

Performance bank guarantee: we hereby declare that in case the contract is awarded to us, we shall submit the performance bank guarantee. We hereby declare that our tender is made in good faith, without collusion or fraud and the information contained in the tender is true and correct to the best of our knowledge and belief. We understand that our tender is binding on us and that you are not bound to accept a tender you receive.

Signature of Bidder

Place:

Name

Date:

TECHNICAL COMPLIANCE SHEET (ANNEXURE 7)

The OEM/MAKE specified are based on the existing KFON network requirement for the present scope of upgradation

BNG Solution:**In Existing Router Upgradation: (Juniper MX 960/480)**

- The router shall support following type of interfaces - 400GE, 100GE, 40G, 25GE, 10GE, 1GE interfaces.
- The Router should be upgraded with following interfaces
 - (i) 8 x 100GE interfaces distributed across minimum two cards equipped with 4 x LR + 4 x SR 100G optics.
 - (ii) 2 x 400G interfaces, equipped with 400G SR optics.
- The router shall support minimum throughput of 1Tbps per slot.
- The router must be able to be equipped with 64K licenses on Day-1.
- BNG Gateway should have minimum 100Gbps CGNAT Capacity in HA Day one.
- Ability to configure hierarchical queues in hardware for IP QoS at the egress to the edge. Minimum 256K queues per router

In case of separate solution:

Make Offered			
Model Offered			
BNG (BNG Solution including CGNAT)			
S No.	Minimum Requirement Description	Compliance (Yes /No)	Remarks
1	Router should be chassis based & should have modular architecture for scalability		
2	Chassis should be 19" rack mountable type		
3	Should support redundant controller cards for high availability		
4	Should have AC power supplies and fan redundancy.		
5	There should not be any impact on the router performance in case of single power failure.		
6	All interface modules, line cards should be hot swappable for high availability		
7	All interfaces on the routers shall provide wire-rate throughput		
8	The router shall support following type of interfaces - 400GE, 100GE, 40G, 25GE, 10GE, 1GE interfaces		
9	The router must support multi-rate interfaces: 1/10GE, 10GE/25GE, 40GE/100GE, 100GE/400GE		

10	The Router should be supplied with following interfaces on Day-One:- (i) 8 x 100GE interfaces distributed across minimum two line cardsequipped with 4 x LR + 4 x SR optics. (ii) 2 x 400G interfaces, equipped with 400G SR optics.		
11	The Router should be supplied with all applicable feature and interfaceperpetual-licenses from day one.		
12	After fulfilling Day One interface requirements, the router must haveminimum of 2 interface slots vacant for future expansion.		

13	All line-card slots should be universal. All the line-cards should be capable to be configured on all given line-card slots without any restriction		
14	All the interfaces requested in RFP must be provided on modular interface cards which should be field replicable so that the modular ports from modular line cards can be re-used in routers at different locations for granular usability.		
15	The operating system of the router shall be modular		
16	The modular operating system shall run all critical functions like various routing protocol, forwarding plane and management functions in separate memory protected modules. Failure of one module shall not impact operations of rest of the OS		
17	Router shall support minimum non-blocking capacity of 2 Tbps full-duplex or higher at full services scales		
18	The router shall support minimum throughput of 1Tbps per slot.		
19	The router should have capability of minimum 2 million IPv4, 1 Million IPv6 routes		
20	The router should support minimum 512K MAC address.		
21	Router should support 64k multicast routes.		
22	Router should support 128K MPLS PW.		
23	Router should support 1K VPLS.		
24	Router should support 512 MPLS L3 VPN		
25	In case the primary route processor fails on the router, there should be ZERO packet loss on the whole router for both unicast and multicast traffic		
26	Shall support On-line insertion and removal for cards, fast reboot for minimum network downtime, VRRP or equivalent		
27	Shall support Non-Stop forwarding for fast re-convergence of routing protocols (BGP, OSPF, IS-IS)		
28	Shall support multiple storage of multiple images and configurations		
29	Shall support link aggregation using LACP as per IEEE 802.3ad and MC-LAG		
30	Should have IPv4 Routing, Segment Routing, Segment Routing Traffic- Engineering, Border Gateway Protocol, IS-IS, and Open Shortest Path First (OSPFv2 and OSPFv3), Virtual Router Redundancy Protocol (VRRP), IPv6 Routing, BGP Prefix Independent Convergence, static and BGP SR policy		
31	The proposed router should support synchronization using IEEE 1588v2 and Sync E and must be configured with the required licenses from Day 1		
32	Should have Multicast routing protocols IGMPv1, v2, v3, PIM-SM (RFC2362) and PIM-SSM, MSDP, IGMP v2		

	snooping		
33	Should have OSPFv3 for IPv6, 6PE & 6VPE		
34	The router must support multiple instances of protocol OSPF (v2 & v3) and IS-IS		
35	Shall support MPLS Provider/Provider Edge functionality. MPLS VPN, MPLS mVPN (Multicast VPN), MPLS TE (Fast re-route), Inter-AS VPN, Resource Reservation Protocol (RSVP), VPLS, VPWS, Ethernet over MPLS, EVPN, Segment routing and Segment routing Traffic engineering		

36	The router should support Netconf, YANG, and other modern systemmanagement protocols		
37	Router shall support MPLS OAM, Ethernet OAM protocols - CFM (IEEE802.1ag), Link OAM (IEEE 802.3ah) and ITU Y.1731		
38	The router shall support IEEE 802.3ad link aggregation of minimum of 16 links within a single bundle.		
39	Should support 32 ECMP (equal cost multipath).		
40	The routers shall support both L2 and L3 services on all interfaces		
41	Configuration Roll Back to recover the mis-configured router to last good configuration		
42	The Proposed router should have capability to support BNG, CG-NAT, SecG/W, and stateful firewall functionality.		
43	The device should support YANG - A Data Modelling Language for the Network Configuration		
44	The solution should support the network configuration protocol (NETCONF) that provides mechanisms to install, manipulate, and delete the configuration of network devices		
45	the router should support PCECP.		
46	The router should support BGP link-state (BGP-LS).		
47	the router should support telemetry based on push model for monitoring network devices		
48	The Router should support various software models/sensors for capturing different health parameters from the devices		
49	The router shall support GPB/GRPC/KAFKA encoding for telemetry data		
50	The software model/sensors should be based on either yang, xml or open config		
51	The solution shall use either UDP or GRPC for transport of telemetry data		
52	The router shall have the ability to interact with open standard based tools		
53	Enabling telemetry should not have any adverse impact on the performance of the device.		
54	The router should support jumbo frame.		
55	The router should support port mirroring		
56	The router must support BNG, CGNAT, IPSEC features.		
57	The router must support be able to support 200K IPoE / PPPoE dual stack subscribers. The router must be able to equipped with 100K licenses on Day-1. However, the system must be upgradeable to proposed limits in future just by addition of licenses.		

58	BNG Gateway should have minimum 100Gbps CGNAT Capacity in HA day one. CGNAT service can achieved with BNG Gateway internal service card or external service card. The router must be upgradeable to proposed throughput 200Gbps in HA in future by addition of hardware / licenses.		
59	The proposed platform shall support CGNAT functionalities like Deterministic, fixed Network Address Translation (NAT) and Port block allocation (PBA).		

60	Proposed CGNAT platform shall support minimum 30 Million concurrent established connections from day 1.		
61	The CGNAT must employ endpoint-independent mapping		
62	The CGNAT must support “hair pinning” (when both the source and destination are managed by the same CGNAT)		
63	The CGNAT must support NAT44, NAT64		
64	The CGNAT must support monitoring the actual usage of ports per outside address/ port pool, and associated logging of threshold crossing.		
65	The CGNAT must provide a configurable limit for sessions per subscriber.		
66	The CGNAT must provide means to prohibit mapping of the privileged/ well-known TCP and UDP ports (<1024).		
67	The CGNAT must support thresholds for monitoring the actual usage of sessions per subscriber.		
68	Shall support the following:		
69	Traffic Classification using various parameters like source physical interfaces, source/destination IP subnet, protocol types (IP/TCP/UDP), source/destination ports, IP Precedence, 802.1p, MPLS EXP, DSCP		
70	Shall support Strict Priority Queuing or Low Latency Queuing to support real time application like Voice and Video with minimum delay and jitter		
71	Congestion Management: Priority queuing, Class based weighted fair queuing		
72	Traffic Conditioning: Committed Access Rate/Rate limiting		
73	Router should support interface Per VLAN QoS.		
74	Platform must support hierarchical shaping, scheduling, and policing for the control upstream and downstream traffic		
75	Router should have 4 level of scheduling for HQoS		
76	Ability to configure hierarchical queues in hardware for IP QoS at the egress to the edge. Minimum 256K queues per router		
77	Shall support at least 8 hardware queues to be available for each GE interface on the router		
78	Platform must support hierarchical QOS policies		
79	Support Access Control List or similar to filter traffic based on Source & Destination IP Subnet, Source & Destination Port, Protocol Type (IP, UDP, TCP, ICMP etc) and Port Range etc.		
80	Support per-user Authentication, Authorization and Accounting through RADIUS or TACACS		
81	The routers shall support IETF Netflow/cFlow/J-Flow/equivalent feature.		

82	The router MD-5 authentication for OSPF, IS-IS, and BGP		
83	DHCP server/snooping, control plane policing		
84	SNMPv3 authentication, SSHv2		
85	Multiple privilege level authentications for console and ssh/telnetaccess through Local database or through an external AAA Server		
86	Support for monitoring of Traffic flows for Network planning andSecurity purposes		

87	Display of input and output error statistics on all interfaces		
88	Display of Input and Output data rate statistics on all interfaces		
89	Display of Dynamic ARP table		
90	Telnet, Trace-route, Ping and extended Ping		
91	Router shall support System & Event logging functions as well as forwarding of these logs onto a separate Server for log management		
92	The router should have following accounting features:		
93	Packet & Byte Counts		
94	Start Time Stamp & End Time Stamps		
95	Network Time Protocol		
96	Input & Output interface ports		
97	Type of service, TCP Flags & Protocol		
98	Source & Destination IP addresses		
99	Source & Destination TCP/UDP ports		
100	Should have to support Out of band management through Console / external modem for remotemanagement		
101	The router should support SNMP/NETCONF/Yang / JSON for networkmanagement & provisioning functions.		
102	After fulfilling Day One interface requirements, the router must haveminimum of 2 interface slots vacant for future expansion.		
103	Operating temperature: +5°C to +40°C guaranteed		
104	Humidity: 5% to 85% non-Condensing		
105	The Router should be NEBS Level 3 compliant		
106	The router should support CE/MEF services framework. The router(model/family) must be MEF CE 2.0 or better certified		

DDoS Solution:

Make Offered			
Model Offered			
DDoS Solution			
S No.	Minimum Requirement Description	Compliance (Yes / No)	Remarks
1	The Proposed DDoS solution deployed at NOC(Gateway) location.		

2	The DDoS solution should be Network-based filtering (using existing/proposed BNG router)		
3	The Proposed DDoS solution should protect Enterprise and ILL customers (with public IP)		
4	The proposed solution detect and mitigate bothIPv4/v6 attacks		
5	DDoS protection that self-heals the network through rapid identification, precise decision making, automated mitigation at strategic places in the network, and continuous monitoring.		
6	Network Security DDoS solution should highly effective, automated, and should be scalable from 10 Gbps day one scalable to 40 Gbps capacity.		
7	Mitigation system proposed shall Support capacity of up to 20 Mpps.		

8	The solution should have packet-level inspectionfor accurate volumetric DDoS detection.		
9	The solution should support automatic filtering viamachine analysis, for intelligent mitigation.		
10	The solution should support Open integration APIs for autonomic response and SecOps.		
11	The proposed DDoS Solution should support AI/ML/Deep learning engine for optimized mitigation.		
12	The solution have GUI to define, manage and implement complex security policies.		

13	The system shall monitor IP traffic for large scalenetwork.		
14	The system shall be able to accept BGP routingtable from all monitored routers in the network.		
15	The system shall be able to reflect/replicate received Netflow data and export it to other Netflow receivers in the network.		
16	DDOS detection system shall support Flow forensic		
17	The system shall be able to accept at least followingdata, (a) Jflow, (b) Cflow, (c) Sflow and (d) IPFix.		
18	Solution must be vendor agnostic and must support collection of Flow data from Juniper, Cisco, Nokia etc routers on PE/P side. System shallsupport netflow, BGP and SNMP data from these routers.		
19	The DDoS mitigation solution shall be a standalone solution. It shall not be a part of Server Load balancer, ADC, Firewall and shall not be based on proxy Architecture.		
20	The DDOS mitigation appliances shall be completely stateless, it shall also support asymmetrical traffic flow.		
21	The system shall be able to directly BGP peer withmultiple routers in the network.		
22	The system shall support BGP flow specmitigation. System should act as flowspec controller to inject Layer-4 ACL on the network to		

	block high volume amplification attacks at router level.		
23	Mitigation appliance shall be proposed in architecture to support all countermeasures/filters/signatures available with the product.		
24	solution shall be capable of supporting at least 20 simultaneous on-going mitigations.		
25	The system shall show an audit trail for configuration changes that shows when changes were made and by whom.		
26	The system shall have a web based GUI interface compatible with standard web browsers such as Internet Explorer, Chrome, Firefox / Mozilla etc.		
27	The system shall provide near-real-time graphs and tables for traffic reporting and detected anomalies / alerts.		
28	The system shall provide bps and pps values for traffic reporting graphs. (where appropriate)		
29	The system shall generate real-time or past detected traffic report, anomaly reports in pdf or XML or CSV format.		

Distribution Switch:

Make Offered			
Model Offered			
Distribution Switch			
S No.	Minimum Requirement Description	Compliance(Yes/ No)	Remarks
1	Should have redundant power and fan system and should be 19" rack 1U size.		
2	Should have minimum 48 SFP+ based 10G and 6 nos. QSFP28 based 40/100Gports day one.		
3	Must have a minimum switching fabric capacity of 2.16 Tbps		

4	Should have minimum 600 Mpps (64 Byte) throughput		
5	Should support transceiver Digital Diagnostic Monitoring for optical ports.		
6	Should have support for 802.3x flow control.		
7	Should support at least 128000 entries in the MAC table.		
8	Should support at least 4000 active VLANs.		
9	Should support jumbo frame (9000 Byte or above)		
10	Should support Port-based VLAN, 802.1Q Tagged VLAN.		
11	Should support LLDP or similar functionality.		
12	Should support port mirroring.		
13	Switch should support IPv6.		
14	Should support 802.1D spanning tree control/RSTP support and MSTP Support.		
15	Should support spanning-tree port fast for fast convergence or similar functionality.		
16	Should support spanning-tree root guard or similar functionality.		
17	Should support spanning-tree bpdu guard, bpdu filter or similar functionality.		
18	Should Support VRRP.		
19	Should support ITU-T G.8032 Ethernet Ring Protection designed for loop protection and fast convergence times (sub 50 ms) in ring topologies		
20	Should be Ethernet OAM compliant with IEEE 802.3ah/Y.1731.		
21	Should support IGMP v1/v2/v3 and IGMP Snooping		
22	Should support security features Broadcast, Multicast and Unicast Storm Control		
23	Should support security features DoS Attack Prevention		
24	Should support console port and telnet/ssh based management.		
25	Should support Static IPv4 and Ipv6 routing. It shall also support OSPFv2 and OSPFv3.		
26	Should support OSPFv2, OSPFv3 day one.		
27	Should support BFD for OSPF.		
28	Should support multicast routing PIM-SM.		
29	Should support minimum 64K for IPv4 FIB routes and 16K for IPv6 FIB routes.		
30	Should Support for minimum 256 VLANs SVI or RVI interfaces.		
31	Should Support VRRP, DHCP local server, DHCP relay and DHCP snooping.		
32	Should support management features SNMP, NTP, RFC 2138 RADIUS		
33	Should support 802.1Q VLAN, 802.1p priority queues.		
34	Should support 8 hardware queues per port and shall support ingress policing and egress shaping.		

35	Should support Quality Of Service (QoS): i) Priority Queue, ii) Ingress policer, iii) Rate Limiting (Bandwidth Control),		
36	Should support automation NETCONF/YANG/OpenConfig		
37	Should have redundant AC Power Supply 100 to 240 V AC.		
38	Should have redundant fan modules		
39	Switch to be mounted on a 19-Inch rack and should consume maximum 1 RU. All accessories required for this mounting and commissioning should be supplied.		
40	Switch should comply to Operating Temperature range 0°C to 40 °C		
41	Switch optics loaded with 10G SR 10Nos, 10G LR (40 km distance) 10Nos and 100GSR 2 Nos in day one.		

Servers:

Make Offered			
Model Offered			
Servers			
S No.	Minimum Requirement Description	Compliance(Yes / No)	Remarks
1	Server can be Rack mountable/ Blade Server. If blade server solution, chassis should be 19" rack-mountable, capable of accommodating minimum 8 or higher hot pluggable blades with Two hot-plugs/hot-swap redundant modules for connectivity to the external TOR Switches and to storage device.		
2	Server should have a minimum of 2 processors per each physical server.		
3	Server Processor should be Latest series/ generation of 64-bit x86processor(s) with 10 or higher Cores and 2.1 GHz base freq. or better.		
4	server should have minimum 128 GB Memory per physical server. Memoryshould be supplied in balanced configuration.		
5	server should have minimum Internal storage 2x300 GB SSD per physicalserver.		
6	Server should have minimum 2 nos. of 1 Gbps Copper Ethernet with additional dedicated management ethernet interface port and minimum 2 nos of 10G Fibre Ethernet ports along with transceivers for providing connectivity.		
7	Server/chassis should have redundant hot swappable power supply.		

8	Server should have remote management with support capabilities include KVM over IP, power on, off & reset, virtual media, SNMPv2 or higher with appropriate perpetual licenses.		
9	Server should support industry leading virtualization like VMWare VCentre, Citrix XenServer, Hyper V, KVM.		
10	Server should provide with required power cables and rack mounting kit.		

DNS Solution

Make Offered		
Model offered		
DNS Solution		
SL No	Specification Required	Compliance (Yes/No)
1	The Solution must support Web Portal based accessfor configuration of DNS service.	
2	The solution must support a facility to whitelist IPAddresses to Management Web Portal.	
3	The solution must Support to enable 2FA for Management Web Portal. This will provide additionallayer of security from configuration and reporting perspective.	
4	This solution must provide unified portal to monitorcomplete DNS security related tasks like configuration, reporting, billing etc.	
5	The solution must be both IPv4 and IPv6 compatible.	
6	All the activities made by portal users must be loggedinside an Audit Log Report	
7	The Solution must support minimum 2,50,000 QPSper server	

8	System should have a Cache & Internal AuthoritativeDNS Functionality.	
9	Solution should support standards-based DNS services on-prem & should not be a cloud-basedSolution.	

10	System proposed should be deployed 2 Qty as primary and secondary in DC.	
11	System should be able to support the following common resource record types of namely A, AAAA, DNAME, CNAME, MX, HINFO, PTR, SOA, and NX.	
12	System should regularly monitor its cache contents and automatically purge/remove records that are old.	
13	System should have a built-in RPZ functionality and not require additional licenses to enable such a feature.	
14	The solutions must be able to deliver contextual awareness service and analysis to block threats from a dynamic set of high-risk IP addresses, to Detect malicious activities and sites and IP addresses	
15	DNS firewall and DNS malware prevention must work on all DNS query types such as A, AAAA, NS, SOA, MX, CNAME, ANY, PTR etc.	
16	OEM must have tool/third-party feeds that security analysts can use to report on why domains were classified as malicious by the DNSFW/threat feed (Threat Lookup)	
17	The behavior engine shall detect the DNS tunneling, anomaly and DNS exfiltration/infiltration automatically and once detected automatically apply policy using RPZ to block the communication	
18	The vendor shall have an in-house threat research team to provide real-time intelligence and depend on third-party feeds to enrich the threat feeds.	

19	The Proposed Recursive DNS should have the capability to secure from the below attacks.	
	a. DNS Data Exfiltration	
	b. Volumetric NXDomain DoS attacks	
	c. Phantom domain attacks	
	d. BIND Zero-day vulnerability attacks	
	e. DNS cache poisoning attacks	
	f. DNS Amplification and Reflection Attacks	
	g. Resource Utilization Attacks	
	h. Domain lock-up attacks	
	i. Basic NXDOMAIN attack	
	j. Random subdomain attack	
	k. DNS Domain-based protection	
	l. DNS Sloth Attack	
	m. Recursive layer attack	
20	The Solution should be able to protect the Cache DNS Servers or freeze the DNS Cache content in the event of receiving a DDOS Attack even when the source of the attack cannot be identified.	
21	The Solution should have the ability to Log Only, Quarantine or Block poorly behaving clients based on their DNS Transactions.	

22	The Solution should provide for DNS Cache Saving to retain Cache Data even while applying software updates, patches, upgrades and reboot.	
23	The Solution should have the ability to identify the poorly behaving clients based on their DNS Transactions & only allow client to access DNS Cache entries.	
24	The Solution should have the ability to identify the poorly behaving clients based to allow clients to access Cache & restrict recursive query which seem to exfiltrate the using DNS protocol.	
25	System solution should be able to support RPZ feed to protect from AntiMalware, Anti-phishing, Anti-spam, and Cracked Website.	
26	System RPZ should support action as Block, walled redirection, no response.	
27	System should support Access Control based on Source IP for Allow Query, Allow Query Cache.	
28	System should Support DNSSEC.	
29	System must support Anycast for DNS with BGP, IS-IS and OSPF.	
30	System should support an audit log.	
31	System should support granular rights administration limiting the function and rights to user and zone levels.	

32	System should support sending logs to SIEM and the external Syslog server	
33	System should support blocking a particular URL based on the guidelines from competent authorities.	

IPDR Solution

Make offered		
Model Offered		
IPDR Solution		
SL No	Specification Required	Compliance (Yes/No)
1	Software should capture IPDR details of BNG/CGNAT and Internet Gateway routers.	
2	Software Should present details in IPDR format as per DOT letter no 8520-01/98-LR/Vol.(IX) Pt. I dated 16.11.2021 or any latest amendments if any.	
3	Software should have console to see IPDR related to the network	
4	Software should Support IPFIX, Syslog, sFlow, Jflow, netflow etc.	
5	Software should capture of IPv4 and IPv6 address.	
6	Software should have option to integrate with Authority's BSS/RADIUS Data base to fetch user details.	

7	Software must have option to block unwanted access to portal.	
8	Software must save all portal user logs.	
9	Software must save all portal user's login and logout log for security purpose.	
10	Software must have role-based access to the portal.	
11	Support flexible permission control based on user groups	
12	Solution should support 3 months real time data and 5 years archival data.	
13	Solution should provide a GUI with different search criteria for filtering logs.	
14	Solution should support extracting logs from portal in CSV/XLS/PDF.	

Storage

Make Offered		
Model Offered		
Storage		
SL.No	TECHNICAL SPECIFICATIONS	Compliance (Yes/No)
1	Storage should be 19" Rack mounted form factor.	
2	Storage should be a modular design to support disk drives expansion.	

3	Storage should have minimum two controllers and should support redundancy.	
4	The storage/controllers should support Firmware upgrades seamlessly without any disruptions.	
5	The Storage should support RAID 0, 1, 1+0, 5+0 and 6.	
6	The storage should have a minimum of 64 GB of usable cache across all controllers.	
7	The Storage System should be able to protect the data against a single point of failure with respect to disk, connectivity interfaces, fans and power supplies.	
8	Should also include storage performance monitoring and management software.	
9	Storage should use latest stable technology platform, with support available for next 5 to 7 years.	
10	Primary storage shall be at DC Location and Secondary storage shall be at DR Location.	

*Bidder shall analyze the overall Storage requirement and arrive at the total storage required at DC and DR location and submit the storage BoQ along with the technical solution.

OSS Solution with Auto Config Server (2.5 lakhs - 5 lakhs customers)

1. The customer should be able to add the devices to be managed and monitored. IP details of the device to be displayed.
2. The customer should be able to add users.
3. Facility to map user with device.
4. Facility to deactivate the user.
5. Users should be able to view NMS dashboard with the following minimum features.
 - Availability status of each device.
 - Top interfaces polled in specified interval.
 - Top devices polled in a specified interval.
 - Summarized list of devices with “up” and “down” status.
 - List of alerts.
 - List of devices with status and uptime of each device.
6. Device overview should be displayed with device details, overall traffic, status of processor, temperature, voltage, current etc.
7. User should be able to view the Device list based on geolocations.
8. By selecting the device and the relevant port, the user should be able to view the overall Bandwidth utilization of that port.
9. Interface bandwidth utilization should be displayed.
10. Realtime bandwidth utilization of ports should be displayed.
11. Device port details with graph should be displayed.
12. Alert with Port details, errors with bandwidth should be available.
13. VLAN details along with bandwidth need to be available.
14. Port-wise VLAN details should be available.
15. Device neighbors' details need to be available.
16. Device neighbor's topology map needs to be displayed.
17. Automated network / device group topology map.
18. Device notifications like device latency & loss, event logs, memory usage, processor usage, Storage usage, Temperature, Transceivers Power, Voltage need to be available.
19. MAC and IP tables should be available with relevant details.
20. FDB table should be available.
21. OSS needs to be integrated with BSS so that when a subscriber is created, all necessary details will be pushed to the ACS automatically.
22. By providing the lat-long of a new subscriber, the system should be able to identify the nearest device available to connect. This will help to do feasibility assessment.

23. Customer Premise Equipment remote management capability should be available with the following features.

CPEs compliant with Broadband Forum's TR-069 standard should be able to remotely managed. This comprehensive remote management platform should address the full life cycle of Customer Premise Equipment (CPE) devices from initialactivation to service upgrade, from proactive maintenance procedures to subscribercare.

TR-069 RPC Requirements	Parameters	Parameters Type (Write / Read)
WAN	WAN Profile Creation	W
	WAN Profile Modification	W
	WAN Encapsulation Mode (PPPoE/IPoE)	W
	WAN Protocol Type (IPV4 / IPV4&IPV6)	W
	WAN Service Mode selection (Route/Bridge)	W
	WAN Service Type (Internet/Internet+VoIP/VoIP/TR069 etc)	W
	IPV4 Acquisition Mode (Static / DHCP / PPPoE)	W
	IPV6 Acquisition Mode (DHCPV6 / Static)	W
	IPV6 Prefix Acquisition Mode (DHCPV6 / Automatic /Static)	W
	DS-Lite Mode Enable / Disable	W
	PPPoE Username	W
	PPPoE Password	W
	VLAN ID	W

	QoS Value	W
--	-----------	---

	DNS Mode (Auto / Static)	W
	NAT Enable / Disable	W
	WAN Profile binding Option to WLAN SSID	W
	MTU/MRU Value modification	W
	ONT/CPE Optical parameters	R
	WAN Connection status (IPV4 and IPV6)	R
	WAN bandwidth/Traffic utilization statistics	R
	VoIP Connection status	R
	VoIP/SIP Registration status	R
LAN	IPV4 Pool	W
	LAN subnet mask	W
	IPV4 DNS server	W
	IPV4 Lease time	W
	IPV6 Link local Address	W
	IPV6 Prefix Allocation Method (DHCPV6 /SLAAC)	W
	IPV4 DHCP server status	R
	LAN Port status	R
	LAN Client details including MAC Address	R
	LAN traffic statistics	R
WLAN	SSID mapping to WAN profile	W
	WLAN security parameters (Password)	W
	WLAN Status Enable/Disable	W
	SSID Broadcast Enable/Disable	W

	WLAN SSID creation/modification	W
	WLAN Client details including MAC Address and RSSI value	R
	WLAN client traffic statistics	R
Radio	Channel	W
	Channel Region	W
	TX power	W
	Radio status	R
Trouble shooting and O&M options	Ping	W
	Traceroute	W
	CPE Firmware upgradation (Batch/Standalone/Schedule d)	W
	CPE Remote restart (Batch/Standalone/Schedule d)	W
	Speed Test	W
	Neighbouring AP's	R
VOICE Settings	SIP URI	W
	Out bound Proxy server Address	W
	Out bound Proxy server Port	W
	Address of the Stand by Outbound ProxyServer	W
	Port of Standby Oubound Proxy server	W
	Address of the Primary Proxy server	W
	Port of the Primary Proxy server	W
	Address of the Standby Proxy server	W

	Port of the standby proxy server	W
	SIP Domain	W
	Local Port	W
	Digit Map Matching	W
	Digit Map Matching mode	W
	Registration Period	W
	Advanced VoIP - Codec	W
	Region	W
	SIP Authentication Username	W
	SIP Authentication Password	W
Multicast	IGMP Snooping	W
	Multicast	W

DWDM Solution:

The proposed system should be connected from NOC to two core POPs, as shown in below typical

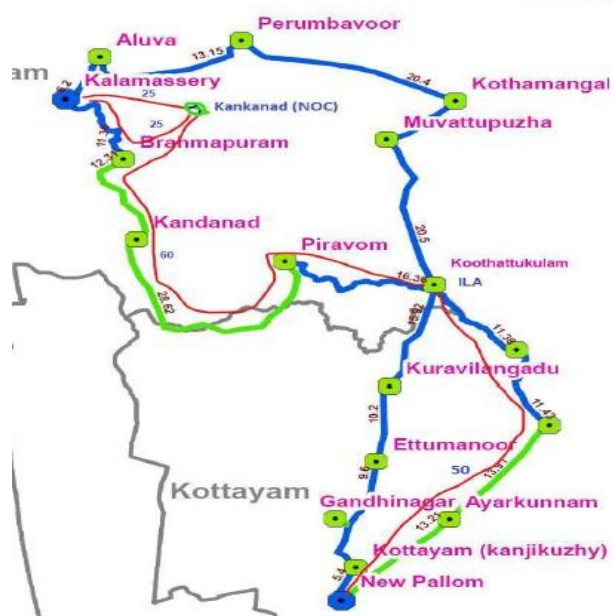


diagram.

Traffic Requirement:

Kakkanad (NOC) to Kalamassery 2x100G (Protected over two fiber paths)
Kakkanad (NOC) to New Pallom 2x100G

Chassis:

- ILA and Core POP DWDM should be AC/DC power. In case of DC supply AC to DC converter should supplied. The AC to DC converter should be 19" rack mountable with monitoring functionality.
- OTN Switching chassis can be AC/DC power. In case of DC supply AC to DC converter should supplied.
- At NOC two OTN chassis should supplied to avoid single point of failure.
- NOC OTN should have redundant service card to drop the bandwidth.
- OTN service card should have full card capacity license day one.
- For solution can be use existing switching chassis in Kalamassery & New Pallom location
- System Design Fiber Loss Parameters:

0.3 dB for OPGW (Green Color)

0.4 dB for ADSS (Blue Color)

Fiber Margin link (Kakkanad (NOC) to New Pallom):

4dB Fiber Margin link (Kakkanad (NOC) to
Kalamassery): 2dB

The DWDM based transmission network should support minimum 80 Lambdas of 100G and day one should provide 40 Lambda Mux/Demux. The requisite hardware in terms of EDFA amplifiers etc. for all route directions shall be supplied as part of the DWDM system.

System Architecture:

The system shall support a Modular Architecture, in order to allow scaling, the equipment size in accordance with the requirement of growth of network. The modular architecture should facilitate identification of faults and replacement of faulty cards/modules in a hitless manner.

1. Robustness: The system should provide carrier grade robustness (sub 50ms change over without data, voice or video traffic deterioration) and redundancy with no single point of failure.

2. Scalability: The core network must be able to grow and expand using open-ended software/hardware. The network must be scalable from NMS perspective and should cater for future expansion.

3. Flexibility: The offered transmission system should allow flexibility of configuration, addition, alteration or removal of cards/components without affecting the functionality of the system.

4. Continuous Operation: The network should be operational on 24x7x365 days basis. It should be possible to add lambdas or upgrade the channels by addition of cards or other necessary hardware in a hitless operation.

5. Flexible Management and Control: The System should provide flexible management and control and should be designed to simplify network planning, engineering and operation, enable simplified testing and improve system reliability

6. Safety: The system must provide the necessary features to guarantee the safety of personnel operating the equipment. The equipment should be compliant with the ETSI/ NEBS standards.

7. EMS: The Management System shall be able to discover the NEs and the corresponding connections between the NEs and create the sub-networks and the different types of NEs (e.g., ROADMs, cross connect nodes and ILAs) within a sub-network shall also be identified and distinguished. If existing OEM the additional license should be provided.

8. UNMS Integration: The system should be integrated with Enterprise Management System/UNMS through supplied OEM EMS.

- The amplifiers should have flexibility to be Software-configured as pre-amplifier, post-amplifier Required number of additional amplifier wherever required based on the distance and loss to be provided by the bidder.
- There shall be active control of express traffic to adapt instantly the amplifier-pair to wavelength count never being affected by any degradation arising out from rapid reconfigurations.
- Sudden addition/removal of channels at intermediate site must not affect whole transmission of DWDMsignals.
- The optical amplifiers shall respond automatically to changes in the number of channels without the need for manual intervention or realignment.
- The adaptation response for restoration after ILA fault, fibre-plant restoration or change in power level etc., shall be immediate.
- The In Post Amplifier and Pre-Amplifier shall support optical spectrum monitoring, which will not only apply the correction to channels to keep the spectrum flat, but also shall be used for the monitoring of optical monitoring as per ITU-T G.697.
- The optical amplifiers must implement the following mechanisms to maintain error free system operation under dynamic conditions:
 - Fast gain control loop: to protect against short term transient conditions such sudden loss of channels.
 - Slow output power control loop: to protect against long term conditions such fibre aging.

- 100G DWDM line card must use a coherent receiver with a receive and transmit DSP. The receive DSP performs compensation for Chromatic Dispersion (CD), Polarization impairments, performs carrier phase estimation and FEC decoding. The transmit DSP performs CD pre-compensation, Nyquist shaping and FEC coding.
- The modulation scheme for 100G DWDM must be CPDQPSK (Coherent Polarized Differential Quadrature Phase Shift Keying) also called PM-QPSK.
- The Coherent DWDM transmitter and receiver must support at least 80 channels in the C-Band from 1528.77 and 1566.72nm (C-Band - 50 GHz) The Coherent DWDM Transponder must have a gridless

laser i.e. tunable in increments of ± 0.1 GHz. The maximum reach of the 100G CP-DQPSK DWDM signal for G.652 fibre with standard specifications of loss coefficient, CD, PMD should be minimum 1000 km

- The Minimum Chromatic dispersion tolerance for 100G CP-QPSK DWDM signal should be minimum 18,000 ps/nm or better Support for G.709 Generic Communication Channel GCC of the 100G DWDM interface
 - The 100-Gbps DWDM Trunk provides support for both Transparent and Non-Transparent signal transport Performance Monitoring
 - The proposed DWDM solution should support OTN functionality without changing the entire DWDM system.
 - The NOC OTN system shall provide up to 2.5Tbps OTN switching capacity. The OTN switching capacity shall be aptly chosen on basis of the service matrix day one.
 - The solution shall support OTN switching to enable switching and grooming of traffic onto the 100G/200G Line side.
 - The OTN protection switching time in the offered DWDM network shall be less than 50ms.
 - The system shall support a level of protection, such as APS Linear or path protection.
 - The system shall support OTU, ODU bidirectional loopbacks.
 - The system shall support channel protection in linear, ring and mesh network topology.
 - The system shall support revertive, non-revertive and manual protection switching.
 - The proposed OTN system at NOC location should be less than 6RU size.
-

Make Offered			
Model Offered			
DWDM Solution			
S No.	Minimum Requirement	Compliance (Yes / No)	Remarks
1	The proposed DWDM solution should include a deployment from Kakkanad to Kalamassery with 2x100G capacity(Protected over 2 fiber paths) and from Kakkanad to New Pallom with 2x100G capacity.		
2	The ILA and Core POP DWDM components of the solution should support AC/DC power. In case of DC supply, the solution should include AC to DC converters that are 19" rack-mountable with monitoring functionality.		
3	The OTN switching chassis can be AC/DC powered. If DC supply is used, AC to DC converters should be provided.		
4	At NOC two OTN chassis should supplied to avoid single point of failure.		
5	OTN should have redundant service card to drop the bandwidth		
6	OTN service card should have full card capacity license day one.		
7	Proposed solution can use existing / new switching chassis in Kalamassery & New Pallom location		
8	The system design should consider the following fiber loss parameters: OPGW (Green Color): 0.3 dB ADSS (Blue Color): 0.4 dB Fiber Margin link (Kakkanad (NOC) to New Pallom): 4dB Fiber Margin link (Kakkanad (NOC) to Kalamassery): 2dB		
9	The DWDM-based transmission network should support a minimum of 80 Lambdas of 100G and provide 40 Lambda Mux/Demux on day one.		

PRICE BID**Annexure 8**

To be uploaded as pdf (On Organization Letter Head)

EOI NO. RCIL/SR/ERS/2022-23/EOI/1 DTD. 27-06-2023

To,

The Joint General Manager (ERS),
 RailTel Corporation of India Limited, Kerala
 Territory Office, 1st Floor, Eastern Entry Tower,
 Ernakulam South Railway Station ,Ernakulam 682016

KSITIL Tender Ref. No KSITIL/KFON/2023-24/7608 dated 20-05-2023 on
<https://etenders.kerala.gov.in> portal

Sl. No.	Item Description	Type of solution proposed (Please specify)	Qty	Units	Basic rate including AMC in Figures	Total Amount including AMC	GST (%)	GST amount	Total cost incl GST
1	Supply, installation, testing, commissioning, maintaining and providing warranty & AMC for 5 years of BNG with CGNAT Solution	Upgrading existing solution/ New solution	4	Lot					
2	Supply, installation, testing, commissioning, maintaining and providing warranty & AMC for 5 years of distribution switches	New Solution	10	Nos					

3	Supply, installation, testing, commissioning, maintaining and providing warranty & AMC for 5 years of IPDR Solution	New Solution	1	Lot					
4	Supply, installation, testing, commissioning, maintaining and providing warranty & AMC for 5 years of DDoS solution	New Solution	1	Lot					
5	Supply, installation, testing, commissioning, maintaining and providing warranty & AMC for 5 years of DWDM (2*100 Gbps)	Upgradin g existing solution/ New solution	1	Lot					
6	Supply, installation, testing, commissioning, maintaining and providing warranty & AMC for 5 years of DNS solution	New Solution	2	Lot					
7	Supply, installation, testing commissioning, maintaining and providing warranty & AMC for 5 years of Servers	New Solution	1	Lot					

8	Supply, installation, testing, commissioning, maintaining and providing warranty & AMC for 5 years of Storage	New Solution	1	Lot					
9	Supply, installation, testing, commissioning, maintaining and providing warranty & AMC for 5 years of OS, DB, Virtualization license	New Solution	1	Lot					
10	Supply, installation, testing, commissioning, maintaining and providing warranty & AMC for 5 years of additional OSS with Auto Config Server licenses (ACS) for managing 2.5 Lakhs scalable to 5 Lakhs TR-069 supported FTTH CPEs	New Solution	250000	Nos					
11	Overall implementation and integration with other sub systems to make the network ready for provisioning of services	-	1	Lot					
Total in Figures									

	BA: Signature..... Name
	DesignationCompany Seal

*Detailed sheet with split up of taxes to be enclosed by the bidder

Any software /hardware other than above, to achieve the objective of cited work shall be facilitated by the prospective BA/SI without additional financial implications .

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On Stamp Paper of ₹ Two Hundred/requisite value)

To,

The Joint General Manager (ERS),
RailTel Corporation of India Limited, Kerala
Territory Office, 1st Floor, Eastern Entry Tower,
Ernakulam South Railway Station, Ernakulam 682016

KSITIL Tender Ref. No.: KSITIL/KFON/2023-24/7608 dated 20-05-2023 on
<https://etenders.kerala.gov.in> portal

1. In consideration of the RailTel Corporation of India Limited (CIN: L64202DL2000GOI107905), having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after called “RailTel”) having agreed to exempt (CIN :) having its registered office at (hereinafter called “the said Contractor”) from the demand, under the terms and conditions of Purchase Order No dated made between RailTel and for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. Only). We (indicate the name and address and other particulars of the Bank) (hereinafter referred to as ‘the Bank’) at the request of contractor do hereby undertake to pay RailTel an amount not exceeding Rs. (Rs Only) against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.

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

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

4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before We shall be discharged from all liability under this Guarantee thereafter.

5. We, the Bank further agree with the RailTel that the RailTel shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of or to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and

we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

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

Dated the Day of 2021 for (Name of Bank)

In the presence of Witnesses:

1. Signature With Date

2. Signature With Date Name

Name

Encl: SFMS PBG Report

Annexure-10

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “Agreement”) is made and entered into on this ____ day of, 2021 (the “Effective Date”) at .

By and between

RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023 & Southern Region office at 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad- 500 016, (hereinafter referred to as 'RailTel'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

_____) (CIN: _____), a company duly incorporated under _____ the provisions of Companies Act, having its registered office at _____, (hereinafter referred to as '_____'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

RailTel and _____ shall be individually referred to as “Party” and jointly as “Parties”

WHEREAS, RailTel and _____, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non- technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists,

inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the “Information”);

WHEREAS, the Parties have initiated discussions regarding a possible business relationship for

WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the “Disclosing Party”) to the other Party (each Party, in such receiving capacity, the “Receiving Party”) subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

1. Permitted Use.

(a) Receiving Party shall:

- (i) hold all Information received from Disclosing Party in confidence;
- (ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and
- (iii) restrict disclosure of such Information to those of Receiving Party’s officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the “Representatives”) who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

(b) The restrictions on Receiving Party’s use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate:

- (i) is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;
- (ii) at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;
- (iii) is approved for release by written authorization of Disclosing Party; or
- (iv) is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

(c)Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

2. Designation.

(a) Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:

- (i) written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or
- (ii) oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

3. Cooperation. Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.

4. Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby.

Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

5. No Obligation. Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.

6. Return or Destruction of Information.

(a) All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:

- (i) termination of this Agreement;
- (ii) expiration of this Agreement; or
- (iii) Receiving Party's determination that it no longer has a need for such Information.

(b) Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.

7. Injunctive Relief: Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the

remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement

8. Notice.

(a) Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

- (i) by personal delivery, when delivered personally;
- (ii) by overnight courier, upon written verification of receipt; or
- (iii) by certified or registered mail with return receipt requested, upon verification of receipt.

(b) Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

RailTel Corporation of India limited:

Attn:

Address

:

Phone: Email.:

Attn:

Address:

Phone:

Email

9. Term, Termination and Survivability.

- (a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of years from the effective date hereof.
- (b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.
- (c) Notwithstanding the foregoing clause 9(a) and 9 (b) , Receiving Party agrees that its obligations, shall:
 - (i) In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
 - (ii) not apply to any materials or information disclosed to it thereafter.

10. Governing Law and Jurisdiction. This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.

11. Counterparts. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement

12. No Definitive Transaction. The Parties hereto understand and agree that no contractor agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "Final Agreement"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

13. Settlement of Disputes:

- (a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or

consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

(b) In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

14. The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the part

15. CONFIDENTIALITY OF NEGOTIATIONS

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

16. REPRESENTATION

The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent misrepresentation.

17. ASSIGNMENT

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

18. EMPLOYEES AND OTHERS

Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

19. NO LICENSE

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

20. RELATIONSHIP BETWEEN PARTIES:

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other cooperative entity between the parties for any purpose whatsoever. Neither party has any power or authority to bind the other party or impose any obligations on it and neither party shall purport to do so or hold itself out as capable of doing so.

21. UNPUBLISHED PRICE SENSITIVE INFORMATION (UPSI)

_____ agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. _____ shall always and at all times

comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, _____ shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

22. MISCELLANEOUS.

This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

:	RailTel Corporation of India Limited:
By	By
_Name:	_Name:
Title:	Title:

Witnesses:

Pre Bid Agreement

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

This Pre-Bid Agreement (the “**Agreement**”) is made at New Delhi on this _____ Day of _____ (month) 2022.

BETWEEN

M/s. RailTel Corporation Of India Limited, (CIN: L64202DL2000GOI107905) a company registered under the Companies Act 1956, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi India – 110 023 and Southern Regional office at 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad-500 016 (hereinafter referred to as “**RailTel**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **FIRST PART**.

AND

M/s. XXXX, (CIN: _____) a company registered under the Companies Act 1956, having its registered office at _____ and its Corporate Office located at _____, (hereinafter referred to as “**XXXX**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **SECOND PART**.

RailTel and _____ shall be hereinafter individually referred to as “**Party**” and collectively as “**Parties**.”

WHEREAS

A) RailTel is a "Mini Ratna (Category-I)" CPSU of Ministry of Railways, having exclusive right of way along Indian Railways and has created an OFC backbone and associated transport and network infrastructure to provide carrier class telecom services. RailTel has Unified License issued by DoT to provide a range of telecom services. RailTel also has two tier III certified data centres at Secunderabad and Gurugram. RailTel has created a slew of digital services like cloud, hosting, hosted Video Conferencing service, Aadhar Services, Content delivery platform, WiFi as a service etc. RailTel has strong capabilities in managing telecom infrastructure, MPLS network infrastructure, data centre services like IaaS (Infrastructure as a Service) and PaaS (Platform as a Service).

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B) _____(DETAILS OF SECOND PART)

C) RailTel had floated an EOI No: _____
dated _____pursuant to the RFP floated by End Customer for“ _____
for End Customer Organization for agreed Scope of Work”(hereinafter referred as “The said
work/project/tender”), and subsequently, based on the offer submitted by M/s XXXX towards
the RailTel’s EOI, M/s XXXX has been selected by RailTel as Business Associate for the said
Project.

D) RailTel is in the process of participating in the tender issued by end customer, complete details of
which have deliberately not been shared with XXXX and XXXX has waived its right to get the RFP
document of end customer owing to confidentiality concern raised by the end customer. However, a
limited scope of work on ‘need to know basis’ and as detailed in clause
1.7 below, which will be carried out by XXXX has been shared with XXXX and based on the
representation of “XXXX” that “XXXX” has read the said limited Scope of Work and has understood
the contents thereof and that “XXXX” has sufficient experience to execute the said limited and defined
scope of work, the Parties have mutually decided to form a “ Business association” wherein RailTel
shall act as the “Bidder” and “XXXX” shall act as the “business associate” in terms of the said Tender
and in accordance to the terms agreed hereunder;

E) RailTel shall submit Rupees YYYY as BG against pre integrity pact at the time of submission of
bids as an Integrity Pact bank guarantee to end customer and accordingly “XXXX” shall submit
Rupees ZZZZ as BG of pre integrity pact on back to back

basis to RailTel before final submission of the said bid to end customer. **(This is applicable on cases
to case basis as per KSITIL requirement. May please read in conjunction of the current RFP.)**

F) Party hereby acknowledges that RailTel has received Rs. _____
/-(Rs. _____) from M/s XXXX as per the Terms and
conditions of EOI no.

_____dated_____.

G) The Parties are thus entering into this Agreement to record the terms and conditions of
their understanding and the matters connected therewith.

RailTel has agreed to extend all the necessary and required support to “XXXX” during the entire

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contract period.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein it is hereby agreed by and between the Parties hereto as under:

1. SCOPE OF CO-OPERATION

- 1.1. Parties have agreed to form a “business association” to co-operate with each other on an exclusive basis with respect to execution of the said Project.
- 1.2. It has been further agreed between the Parties that Parties shall not bid individually for the said Project nor shall they enter into any arrangement with other parties for the purpose of bidding for the said Project during the validity of this Agreement.
- 1.3. The Parties also agree that the terms of the said EOI for limited and defined scope of work along with the Corrigendum’s issued thereafter shall apply mutatis-mutandis to this Agreement.
- 1.4. The Parties further agree that they shall, enter into a ‘Definitive Agreement’ containing elaborate terms and conditions, role and responsibilities and respective scope of work of this Agreement after declaration of RailTel as the successful bidder of the said Project.
- 1.5. RailTel shall submit the PBG amounting Rs. XXXXX, earnest money deposit / EMD declaration (whichever is applicable) and performance bank guarantee to **End customer** and accordingly “XXXX” shall submit to RailTel, BG amounting to Rs. _____ as the earnest money deposit. Further, XXXX shall also pay the performance bank guarantee in proportionate to the extent of its defined scope of work.
- 1.6. RailTel may further retain some portion of the work mentioned in the end organization’s RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.

XXXX agrees, undertakes and acknowledges that following shall be Scope of Work of XXXX out of the total project work.:

2. Technical Terms – As per KSITIL document

3. TERM AND TERMINATION

- 3.1. This Agreement shall come into force as of the date of signing and shall continue to be in full force and effect till the complete discharge of all obligations, concerning the carrying out of the

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said Project, except terminated earlier by the Parties in terms of this Agreement or in terms of the said project, whichever is applicable.

- 3.2. This Agreement can be terminated by either Parties forthwith in the event of happening of the following events:
- (a) End customer announces or notifies the cancellation of the said Project and / or withdrawing the said RFP.
 - (b) The receipt of an official communication that End customer chooses not to proceed with RailTel for the said Project or RailTel is not short listed by End customer.
 - (c) Material breach of any of the terms and conditions of this Agreement by either of the Parties and the same is not rectified by the defaulting Party beyond 15 (fifteen) days (or a reasonable time period as mentioned under the notice issued by the other Party) from the date of receipt of notice from the other Party to cure the said breach.
- 3.3. Parties agree and understand that as of the execution of this Agreement they are contractually bound and obligated to perform the services, obligations and the scope of work entrusted, should RailTel be declared as the successful bidder of the said Project. Any Party shall not withdraw its participation subsequent to execution of this Agreement, at any point in time except in case of material breach of any of the terms of the Agreement.
- 3.4. In case "XXXX" breach the terms of Agreement i.e. defaulting party in such case the balance unsupplied quantity or service shall be completed by RailTel i.e. non-defaulting party and cost for completion of that balance unsupplied quantity or service of such defaulting party shall be executed by RailTel at the risk and cost of such defaulting party.

4. Liability:

It is understood that the parties are entering into this pre-bid teaming agreement for requirement of submission of bid against the RFP floated by end customer for Implementation of Network Security System and Integration for end Customer Organization. Parties acknowledge and agree that "XXXX" shall be completely liable for the successful execution of this project, in relation to its defined scope of work (as detailed in clause 1.7 above), fully complying the end customer requirements. Accordingly, it is agreed that notwithstanding anything contained in the RFP document, "XXXX" shall be liable to RailTel with regard to its obligations and liability to complete the agreed and defined scope of work as detailed in clause 1.7 above..

5. EXCLUSIVITY

Parties agree to co-operate with each other for the purpose of the said Project on an exclusive basis with respect to applying for, submitting and execution of the said Project including providing of technical demo, proof of concept for the agreed and defined scope of work.

6. PAYMENT TERMS

The payment terms between the parties shall be only on receipt of payment from end customer.

7. TAXES

Parties agrees that they will comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the Project under this agreement and any other taxes, cess, surcharge, etc. for their respective scope of works;

8. INDEMNIFICATION

8.1 Parties agree to and undertake to indemnify and hold each other, its officers, directors, agents and employees harmless, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including attorney's reasonable fees, costs of investigation and defence) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of the indemnifying party's employees, agents or contractors) based upon:

- i. any breach or contravention of any of the terms, conditions, covenants of this Agreement by the Party;
- ii. Unethical business practices;
- iii. any acts or omission of the Party and/ or any of its employees, agents or contractors, and the liability for damages to property arising from or out of party operations in connection with the performance of this agreement;
- iv. any claim for taxes that might arise or be imposed due to this performance of Services hereunder;
- v. any representation or warranty or information furnished by the Party being found to be false;
- vi. Parties failure to pay all applicable compensation to its respective personnel;
- vii. death or personal injury to any person;
- viii. destruction or damage to any property by acts or omissions of either Party, its representatives or personnel;
- ix. any violation/non-compliance by the Party with any applicable laws governmental regulations or orders;
- x. any third party liability;
- xi. improper handling or misuse of the Confidential Information of the Party(ies) by the Party

8.2 XXXX shall be liable to all risks and consequences (including the risk of payments) suffered in the performance of services under the Project and undertakes to indemnify RailTel from and against any non payments (of RailTel's share payable to RailTel), recoveries and claim from End Customer or any other cost or losses incurred due to default/ non performance on part of XXXX.

9. COMPLIANCES TO STATUTORY OBLIGATIONS

- 9.1. Parties shall also obtain and keep in place necessary insurance policies, mediclaim policies, group insurance schemes of adequate value to cover their workmen, supervisors, etc. with regard to any accidents, injury or the liability under the Employee Compensation Act.
- 9.2. Parties shall observe and be responsible for the compliance of all labour laws (including labour cess) as per government notifications and shall maintain necessary records for the same and shall submit the same to RailTel when so required.
- 9.3. Parties shall duly maintain all records / registers required to be maintained by them under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

10. LEGAL STATUS

This Agreement constitutes a contractual relationship and shall relate solely to the Project and shall not extend to other activities or be construed to create a corporation, body corporate,

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partnership or any other form of legal entity.

11. REPRESENTATIONS AND COVENANTS

11.1. Each Party represents and warrants to the other Party as follows:

- 11.1.1. That it has full capacity, power and authority and has obtained all requisite consents and approvals to, enter into and to observe and perform this Agreement and to consummate the transactions contemplated hereunder. Each of the Persons / personnel executing this Agreement on behalf of the each of the Parties have full capacity and authority to sign and execute this Agreement on behalf of the respective Parties;
- 11.1.2. The execution, delivery and consummation of, and the performance by it, of this Agreement shall not conflict with, violate, result in or constitute a breach of or a default

under, (a) any contract by which it or any of its assets or properties, are bound or affected, and/or (b) its constitutional documents;

11.1.3. This Agreement constitutes its legal, valid and binding obligations, enforceable against it, in accordance with their terms under Applicable Statutory Law(s);

11.1.4. It has the right, authority and title to execute this Agreement;

12. SUBCONTRACTING BETWEEN PARTIES

If a Party subcontracts certain supplies or services pertaining to its scope of work to the other party, then the resulting relationship between such parties shall be governed by a separate subcontract. This Agreement shall not in any way be affected thereby except as stated otherwise in this Agreement

13. GOVERNING LAW AND JURISDICTION

The construction, validity and performance of this Agreement shall be governed in all respects by the Laws of India. The Parties hereby submit to the exclusive jurisdiction of the Indian courts at Delhi only.

14. GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION

The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

In the event of any dispute, difference, conflict or question arising between the parties here to, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

15. FORCE MAJEURE

“Force Majeure Event” shall mean any event beyond the reasonable control of the affected Party including acts of God, fires, earthquakes, strikes, pandemic, epidemics, lock down, and labor disputes, acts of war or terrorism, civil unrest, economic and financial sanctions, or acts or omissions of any Governmental Authority occurring on or after the Signature Date.

No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due to a Force Majeure Event. The Party affected by Force Majeure Event shall promptly inform the other Party in writing and shall furnish within 30 (thirty) days thereafter, sufficient proof of the occurrence and expected duration of such Force Majeure

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Event. The Party affected by Force Majeure Event shall also use all reasonable endeavours to mitigate the negative effects of such Force Majeure Event on such Party's ability to perform its contractual obligations. In the event of a Force Majeure Event, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavours to minimise the consequences of such Force Majeure Event.

The occurrence of a Force Majeure Event shall however, not relieve a Party of any obligation to pay any sum due under this Agreement prior to the occurrence of the Force Majeure Event.

If the Force Majeure lasts for more than 6 (six) months, the Parties may mutually decide in writing on the future course of action with respect to this Agreement.

16. INTELLECTUAL PROPERTY RIGHTS

16.1. Each Party shall remain the sole owner of all industrial or intellectual property rights, Technical Data, Know-How, designs, specifications and the like, generated or acquired before the signature, or beyond the scope of this agreement.

16.2. Each Party shall remain the sole owner of all industrial or intellectual property rights, technical data, know-how, design specifications and the like generated solely by that Party during the course of the performance of this agreement and shall not be free to use it by the other party and if the other party uses that intellectual property rights prior permission shall be taken with paying necessary fees for such rights.

16.3. In case of joint development, the work-share and associated ownership of intellectual property of each Party shall be mutually agreed upon and defined in advance in the definitive agreement for the specific program. However, should any invention be jointly made by the Parties in the performance of this agreement, without neither Party being in a position to reasonably claim the ownership of said intellectual property right, the said right shall be jointly owned by the Parties and the corresponding measures of protection for both Parties of the said right as may be practicable shall be mutually agreed by both Parties and cost for such registration of such right shall be borne by the parties proportionately as per the ownership of the rights.

16.4 As on date, Parties confirm that there are no infringements of any Intellectual Property Rights of the products contemplated under this agreement, in accordance with the laws prevailing in the country.

16.5. The Parties undertake and confirm that the Technology / Knowhow / Design owned by each of them and intended to be put into use for execution of various Projects pursuant to this agreement has been originally developed by each of such Parties. The Parties are entitled to all the Intellectual Property Rights in Technology / Knowhow / Design intended to be put into use for execution of various Projects and no third-party Intellectual Property Rights have been put into use either in their original or modified form without proper authorisation of such third party. The Parties further vouchsafes that the foregoing undertaking is actuated by truth and accuracy and no misrepresentation is being put into use for inducing each other to enter into this agreement.

17. CONFIDENTIALITY

17.1. During the term of this agreement, either party may receive or have access to technical information, as well as information about product plans and strategies,

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promotions, customers and related non-technical business information which the disclosing party considers to be confidential ("Confidential Information as per RFP tender document"). In the event Confidential Information is to be disclosed, the Confidential Information must be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, and be designated as confidential in writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure.

17.2. Confidential Information may be used by the receiving party only with respect to the performance of its obligations under this Agreement, and only by those employees of the receiving party and its subcontractors who have a need to know such information for purposes related to this Agreement, provided that such subcontractors have signed separate agreements containing substantially similar confidentiality provisions. The receiving party must protect the Confidential Information of the disclosing party by using the same degree of care to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving party uses to protect its own confidential information of like nature.

17.3. The obligations is not applicable to any information which is:

17.3.1. Already known by the receiving party prior to disclosure;

17.3.2. Publicly available through no fault of the receiving party;

17.3.3. Rightfully received from a third party without being responsible for its confidentiality;

17.3.4. Disclosed by the disclosing party to a third party without being responsible for its Confidentiality on such third party;

17.3.5. Independently developed by the receiving party prior to or independent of the disclosure;

17.3.6. Disclosed under operation of law;

17.3.7. Disclosed by the receiving party with the disclosing party's prior written approval.

17.4 XXXX agrees and acknowledges that XXXX, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. XXXX shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, XXXX shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

17.5 Notwithstanding anything contained in this agreement, XXXX undertakes, agrees and acknowledges that being RailTel's Business Associate, XXXX shall maintain utmost confidentiality in relation to said Project. XXXX further, undertakes that any information relating to said Project which is or will be disclosed/ divulged by RailTel on need to know basis, will be received and treated by XXXX as strictly confidential and XXXX shall not, without the prior written consent of the RailTel or as expressly permitted herein, disclose or make available to any other person such information.

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18. NOTICES

Notices, writings and other communications under this Agreement may be delivered by hand, by registered mail, by courier services or facsimile to the addresses as set out below:

To RailTel Corporation Of India Limited

To: RailTel Corporation of India Ltd Kind Attn: Executive Director /

Southern Region

Address: 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport
Road, Opp. Shoppers Stop, Hyderabad- 500 016 No.: +91-40-27788000

To XXXX

To: XXXX

Kind Attn: _____ Address: _____

Mob. No.: _____ Email: _____

19. AMENDMENT

No amendment or modification or waiver of any provision of these presents, nor consent to any departure from the performance of any obligations contained herein, by any of the Parties hereto, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and the same shall be effective only in respect of the specific instance and for the specific purpose for which it is given.

20. PRIOR UNDERSTANDING

This Agreement contains the entire Agreement between the Parties to this Agreement with respect to the subject matter of the Agreement, is intended as a final expression of such Parties' agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understanding, Agreements, representations and warranties if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

21. GENERAL

21.1. Binding Effect:

This Agreement shall be binding upon and inure to the benefit of the Parties here to and their respective legal successors.

21.2. Counterparts:

This Agreement may be executed simultaneously in 2 (two) counterparts, each of which shall be deemed to be original and all of which together shall constitute the same Agreement.

21.3. Non-Partnership:

21.3.1. This Agreement shall be on a principal-to-principal basis and shall not create any principal-agent relationship between the Parties.

21.3.2. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or otherwise entitle either Party to have an authority to bind the other Party for any purpose.

21.4. Severability:

In the event any provision of this agreement is held invalid or un-enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of this agreement and annexure/s which will be in full force and effect.

21.5. Waiver:

A failure by any Party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time.

21.6. Time is of essence:

Time is the essence of this agreement and the Parties herein agree and acknowledge to abide by the same.

22. Miscellaneous

22.1. No Party to this agreement will have any rights or obligations arising from or in relation to this agreement in excess of those rights and obligations expressly declared herein.

22.2. No Party to this agreement is entitled to sell, assign or otherwise transfer any of its rights and/or obligations arising from or in relation to this agreement to any third party, without the prior written consent of the other Party of this agreement.

22.3. Each Party shall be solely responsible for its own actions or failures to act and for its own commitments and undertakings. Neither Party shall present itself as the representative or agent of the other Party, nor shall it have the power or the authority to commit the other Party, unless it receives the other Party's prior written consent.

22.4. No release shall be made by any Party to the news media or the general public relating to this agreement and/or the subject matter thereof without prior written approval of the other Party..

22.5. During the term of this agreement, each party shall refrain from taking any action or attempt to take any action with the intent of impairing or causing prejudice to the business relationship, whether existing or prospective that subsists between the other party and its customers and business partners. Each party shall also desist from inducing or influencing or attempting to induce or influence any customer or business partner, whether existing or prospective of the other party, resulting into prejudice or detriment to business prospects of the other party.

Furthermore, Parties shall not compete with or cause detriment to the business prospects of each other by making use of confidential information, whether in its embodied or disembodied form, shared pursuant to this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

For RailTel Corporation Of India Limited
Authorised Signatory

For XXXX
Authorized Signatory

Name:

Name:

Designation:

Designation:

In Presence of witness:

Signature:

Signature:

Name:

Name:

Address:

Address

Annexure 12**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI 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 BA) **

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

1. I/ we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindia.com. 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 EOI document. In case of any discrepancy noticed at any stage i.e., evaluation of EOI, execution of work or final payment of the contract, the mastercopy 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 EOI 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 EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA)** and all my/our constituents understand that my/our constituents understand that my/our offer shall be emd 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.

VERIFICATION

DEPONENT

SEAL AND SIGNATURE OF THE BA

I/We above named EOI 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.

DEPONENT

SEAL AND SIGNATURE OF THE BA

Place:

Dated:

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