`NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI NO.: RCIL/NR_RO/EOI/MKTG//2023-24/02 DATED 17.07.2023

Expression of Interest (EOI) for "Supply Installation testing and commissioning of security infrastructure and integration with exiting system for the customer of M/s RailTel Corporation of India Limited (CoR)"

Issued by:

RailTel Corporation of India Ltd

(A Mini-Ratna PSU under Ministry of Railways)
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Delhi IT Park, Shastri Park, New Delhi-110053
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Website:- https://www.railtelindia.com

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 hereinand 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 ormake any representations, express or implied as to the completeness or accuracy of theinformation 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 inorder to submit the EOI. The information is provided on the basis that it is non–bindingon 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 thetimetable 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 submittingan EOI. No reimbursement of cost of any type will be paid to persons or entities submitting the EOI.

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EOI NOTICE

RailTel Corporation of India Limited, Northern Region, 6th Floor, 3rd Block,

Delhi IT Park, Shastri Park, New Delhi-110053

EOI Notice No: RCIL/NR_RO/EOI/MKTG//2023-24/02 DATED 17.07.2023

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 for "Supply Installation testing and commissioning of security infrastructure and integration with existing system for the customer of M/s RailTel Corporation of India Limited (CoR)"

The details are as under:

SCHEDULE OF EVENTS

Date of EOI Floating	17th July, 2023 at 13:00 Hours
Last date for submission of Bids against EOI	20th July, 2023 at 15:00 Hours
Opening of Bids received against EOI	20th July, 2023 at 15:30 Hours
Number of copies to be submitted	Single Stage (Two Packet System)
EOI document cost inclusive tax (non-refundable)	Nil
EOI processing fee inclusive tax (non-refundable)	Rs. 8,500/-
Estimated amount of EOI	Rs. 5,53,67,176/- (Including GST)
EMD*	Rs. 5,53,671-
Bid Submission Mode	Online on https://railtel.enivida.com

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

Earnest Money Deposit (EMD)

i.   EMD can be received in the form of bank guarantee/online Bank Transfer/. Bank Guarantee has to be confirmed with Structured Financial Massaging System (SFMS) confirmation from the issuing Bank in favor of RailTel. In case of Fixed Deposit, lien in favor of RailTel is to be ensured.

(Bidder has the option to submit EMD of Rs. 5,53,671/- through NEFT/RTGS/BG with this EOI.)
The EMD should be in the favor of RailTel Corporation of India Limited payable at Delhi

through online bank transfer/RTGS / NEFT/BG. Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.

EMD can be submitted in any of the following form:
- **NEFT/ RTGS:** Account Name: RailTel NR Collection Account Bank Name: Union Bank of India Branch Name: Connaught Place Delhi Account Number: 307801010917906 IFSC Code: UBIN0530786 MICR Code: 110026006 or
- **Demand Draft/BG:** In favour of RailTel Corporation of India Limited payable at New Delhi.

ii. Offers not accompanied with EMD shall be summarily rejected.

iii. The EMD may be forfeited if a bidder withdraws or amends its/his EoI or impairs or derogates from the EoI in any respect within the period of validity of the EoI or in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA or fails to furnish performance bank guarantee (security deposit).

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: Sh. Alok Ranjan, Sr. Manager/Marketing
Email: alok@railtelindia.com Contact: +91-9717644178

Level:2 Contact: Sh. Hemant Yadav, DGM/Marketing
Email: hemantyadav@railtelindia.com Contact: +91-9717644137

Level:3 Contact: Sh. Dipu Shyam, GM/Marketing
Email: d.shyam1998@railtelindia.com Contact: +91-7007831841

Note:

1. The EOI response is invited from eligible Empaneled Partners of RailTel only.

2. All the document must be submitted with proper indexing and page no.

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

4. Bidder has to submit technical & Financial documentation including MAF by OEM, Technical certificates, Warranty Certificate for the Technical compliance.

5. No exemption/relaxation is applicable to MSME/Startups.

6. Bidder may submit their response in form of duly signed and stamped and submit techno-commercial bid at the E-nivida portal through Online mode, within the stipulated date and time, as mentioned in this EOI document.

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

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) alongRailway track. The OFC network presently reaches to over 4500 towns & cities of the country includingseveral 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 serviceson a pan-India basis.

Equipped with an ISO 9001, 20000-1:2011 & 27000 certification, RailTel offers a wide gamut ofmanaged telecom services to Indian Telecom market including Managed lease lines, Tower colocation,MPLS based IP-VPN, Internet, Data Centre services, NGN based voice carriage services to Telecom Operators, Dark fibre leasing to MSOs/LCOs. The major customer segment for RailTel comprises of Enterprises, Banks, Government Institutions/Department, Educational Institutions/Universities, TelecomService Providers, Internet Service Providers, MSOs, etc. RailTel being a "Mini Ratna (Category-I)" PSUis 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.

RailTel intends to execute the work for **"Supply Installation testing and commissioning of security infrastructure and integration with existing system for the customer of M/s RailTel Corporation of India Limited (CoR)"** and accordingly seeks to select a suitable partner to complete the work.

The details of pertinent tender are as below:

Tender Title: Supply Installation testing and commissioning of security infrastructure and integration with existing system for the customer of M/s RailTel Corporation of India Limited (CoR).

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

3. Scope of Work

1. Supply, Installation, commissioning and integration of Next Generation Firewalls, WIPS solution with WIPS controller with existing system as mentioned in the RFP.
2. To demonstrate the functionality of all the modules & software and hardware component as and when required by RailTel or its customer.
3. Bidder shall ensure that the proposed solution in response of this RFP shall be compatible with various other OEMs at hardware level and software level.

4. Bidder shall be responsible to carry out all required changes/ configurations as per requirement of the customer for the complete project period i.e 1 year from the date of Go-Live of the system

5. The bidder shall submit a detailed project plan for implementation, integration of proposed solution. Plan should include the full scope of the project as mentioned above. On acceptance of such plan by the customer, the bidder is required to carry out the implementation, integration as applicable including supply, installation, and testing of solution etc.

6. The bidder shall handle all matters including the configuration, operation, monitoring, management, maintenance of the proposed solution during the contract period.

7. The bidder shall provide the end-to-end design, planning, documentation and implementation of the features mentioned in the RFP.

8. Warranty of one year of the solution proposed as per Schedule of Requirement from the date of Go-Live of the system.

4. Partner Selection: -

Interested partners may note that this is a Single stage Two Packet Bid. Financial bids will be opened for those bidders who have are eligible as per EoI eligibility criteria.

4.1 Technical Bid contains following: -

(i)   Eligibility Criteria: -

S.No.	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 31st March 2023.	I. Copy of PAN Card. II. Copy of GST registration certificate. III. Copy of ITR filed.
3	Turnover	The bidder must have cumulative turnover atleast 150% of the EOI value in the last three financial year ending 31st Mar,2023 and upto the date of inviting of EOI.	Balance Sheet & CA certificate
4	Net Worth	The bidder must have positive net worth in last 3 FY's ending 31st March 2022.	Balance Sheet & CA certificate

S.No.	Type	Description	Document Required
5	Experience	The bidder must have executed similar work in last 7 years ending last day of month previous to the one in which EOI is invited. 1. One similar work of not less than 60% of the value of EOI. OR 2. Two similar works each of not less than 40% of the value of EOI. OR 3. Three similar works each of not less than 30% of the value of EOI. of estimated value of contract. **Definition of similar work:** Works entailing completion of Supply, Installation, Testing and Commissioning of a project in the field of NOC/SOC/Security Surveillance/IT/ICT/Telecom for any Government department or Public Sector Units or public listed companies. and One completed work of any value entailing SITC of SOC/IT Security for any Government department or Public Sector Units or public listed companies. **Note:** Ongoing works will be considered for value of completed work (minimum 70% work completion) certified by PO issuing authority / customer mentioning completed work value on the certificate along with satisfactory completion certificate for work completed so far. **It shall be additional to above mentioned clause.**	Copy of Purchase/ Work Order & completion certificate issued by customer / PO issuing authority. The bidder must provide details of a personnel for verification purpose at PO/ certificate issuing organization clearly mentioning name of client, designation, contact number and mail ID on bidder's letter head. **For ongoing works**: Ongoing works will be considered for value of completed work (minimum 70% work completion) certified by PO issuing authority / customer mentioning completed work value on the certificate along with satisfactory completion certificate for work completed so far.
6	Empanelment	Bidder must be empaneled with RailTel as business associate.	Copy of Empanelment letter and Empanelment PBG submitted, if any.

Evaluation of offer

(a) During evaluation of offer, if required RailTel may ask clarification from the bidder.

(b) Additional features offered by the bidder, over and above the ones asked for in the tender documents, shall not be considered for evaluation of bids.

(c)The bidder should make available the offered products, if desired during technical evaluation of offered equipment for testing and benchmarking at any testing facility approved by RailTel.

(d) The bidders should quote for all items & the offer will be evaluated in totality. The bidders should indicate brand name, type/model number of the products offered. Optional items (if any) will not be considered for evaluation of offers. The equipment and software should be supplied as per Technical Specifications given in EoI.

(e) Inter se position of the offers will be determined on total cost which will include basic rate, custom duty, CGST, SGST, IGST, UTGST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable, on reverse charge by RailTel.

(ii) Compliance Requirements for Interested Bidders: -

(a) The interested bidder should be an **Empaneled Partner** with RailTel on the last date of bid submission of EOI & has to provide relevant documents to qualify for this EOI.

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

(c) 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 Power of Attorney having authorized signatory's nomination along with board resolution in favour of **power of attorney.**

(d) Selected partner should **not submit directly or indirectly any techno-commercial solution/association with any other Organization once selected in this EOI (before and after submission of proposal to prospective customer Organization by RailTel).**

(e) The interested bidder should not be seeking / extending / exploring similar arrangements / engagements with any other organization except RailTel.

(f) Bidders to provide the undertaking from the respective OEM for supply of material within 2 weeks from the date of confirmed PO.

(g) Delivery timelines for supply providing end to end services by the selected bidder is 3 weeks from the date of issuance of work order.

(h) 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.

(i) The selected bidder will have to accept all Terms & Conditions of the EOI.

(j) Terms and conditions of EOI document will prevail in case of any conflict between T&C of

RailTel and the bidder.

(k) OEM considered by SI for this project have to mandatorily comply all the eligibility & technical criteria/compliance with RailTel's EOI and corrigendum(s) issued thereof.

(l) Bidder has to agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per RailTel's EOI.

(m)Bidder will submit MAF of major items of the proposed solution and other documents required in in favour of RailTel against the proposed products.

(n) Bidder may check the price/commercial bid as per BOQ and if found any discrepancy, may be brought in the notice of RCIL immediately and may modify their financial bid format .

(o) The bidder has to submit Annexure 7 with proposed OEM Name & Make and Model.

(p) <u>The bidder has to mandatorily submit notarized Annexure-09 on non-judicial stamp paper of Rs. 100, else bid shall be summarily rejected.</u>

(q) 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.

(r) The interested bidder should submit annexure-2 for maintaining of 'Local Content Compliance' certificate mentioning the 'Local Content Percentage' duly signed and stamped by statutory auditor/ cost auditor/ authorized signatory of the interested partner.

(s) 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. 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.

(t) 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: (1) Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or; (2) 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.

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

(v) The interested bidder should submit duly signed and stamped EOI cover letter as per the format mentioned at Annexure-01 of this EOI document, as unconditional submission of meeting the clauses mentioned above, from Clause (a) to (u).

(iii) Prospective bidder's bid evaluation will be done based on above mentioned documents.

(iv) Based on evaluation of outcome against 4.1 (i) complying eligibility criterion & 4.1 (ii) compliances requirement, whoever may qualify may be treated as Technically qualified partner.

4.2 Financial Bid:

For the opened bid as per outcome of Clause 4.2 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 documents of technical specifications 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.

Annexure no.6 & 8 will be signed by the successful CSP.

5. Other Terms & Conditions

5.1 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 EOI 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.

5.2 In case, RailTel receives the work order then the engagement period will get auto-extended to the period RailTel serves Customer for the concerned work, 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.

5.3 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 endeavour to place best techno-commercial bid in response to the EOI.

6. Proposal Preparation and Submission Cost

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 facilitatethe 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

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 EOIfor 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 30 days from the last date 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 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

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

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 in time 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'. Submission of 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

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

13. Payment Terms

13.1 Payment will be on 'back-to-back' basis and as per the payment terms and condition of the

work order placed by RailTel's Customer and on submission of the following documents

> i) Tax Invoice
> ii) Delivery Challan
> iii) Packing list.
> iv) Consignee receipt
> v) Warranty certificate of OEM
> vi) Insurance certificate for transit insurance
> vii) Contractor's All Risk Insurance Policy

13.2 Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from the Customer for the same work / services. Any deduction /Penalties levied by Customer on invoices of RailTel will be carried **back-to-back** and will be deducted from CSP's invoices, subject to the cause to deduction / penalty is due to deviationin terms and conditions of service standards by the CSP.

13.3 No advance payment will be given to selected BA if Railtel gets the same from end customer.

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

> i PO copy issued to selected vendor.
>
> ii Submission/Declaration of applicable BG amount against PO issued to selected bidder/vendor.
> iii Original Invoice for the period claimed.
> iv TDS declaration.
> vi Photocopy of all documents submitted by RailTel along with their invoice to customer.

14. Performance Bank Guarantee (PBG)

14.1 In case of successful award of work by the customer and subsequent engagements with CSP, The CSP shall at its own expense, deposit with department, within fifteen (15) days of the notification of award (done through issuance of the Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a a Nationalized/ Commercial Scheduled Indian Bank as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the CSP. This PBG will be for an amount of 5 (%)' of the contract value. The quantum of this 'percentage (%)' will be equal to the PBG % as asked by Customer from RailTel. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the CSP. Besides, if the total BG amount comes upto ₹05 Lakhs, then same may be deposited through DD/RTGS/NEFT. Along with submission of PBG, CSP needs to submit PBG issuing bank's SFMS report. The SFMS report is also to be submitted in case of renewal / extension of PBG.

14.2 **14.2** The PBG should have validity for a period of 15 months. The PBG may be discharged / returned by RailTel upon being satisfied that there has been no 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.

14.3 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.

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

14.5 During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by Customer (in case) to RailTel. In such scenario(s) also, Clause No. **14**.1. to Clause No. **14**.4. are to be followed by the CSP.

14.6 In case the Customer 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 Customer has sought any other types of PBG in this contract at present 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 **If,** Customer ask for submission for value more than 03%, same also needs to be submitted by the selected BA.

15   Details of Commercial Bid / Financial Bid

15.1   Interested partner should submit commercial bid strictly as per the format mentioned under the EOI 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 Customer (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 Customer 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, Customer may raise Purchase Order to RailTel for the line items (and respective quantities) which are not mentioned in this current EOI.. In such scenario, RailTel at its sole discretion, may extend the scope of the contract with

CSP by placing order, **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. MAF (Manufacturer's Authorization Form) in the name of RailTel, whose product is mentioned in commercial bid format, should also be ensured by the partner.

15.8 All the licenses of Firmware and Software of the offered solution under this EoI would be registered in favor of M/s RCIL or its nominated organization, which shall be informed to the successful bidder at the time of placement of PO.

15.9 Delivery Period: The selected bidder has to comply the SoR delivery terms from the date of issue of confirmed LOA/PO. All clauses / terms & conditions of CoR (Customer of RCIL) including SOR, payment terms, scope of work, SLA/LD/penalty are applicable on back to back basis as per the CoR (Customer of RCIL) The selected bidder has to provide the undertaking from the respective OEM for supply of material within 2 weeks from the date of confirmed PO to selected bidder. Delivery timelines for supply and providing end to end services by the selected bidder is kept as 3 weeks including delivery period from the date of issuance of work order which is in line with the delivery timelines set by the end customer.

15.10 All CoR (Customer of RCIL) terms and conditions will supersede this EOI terms and conditions. All observations and interpretations to be governed by CoR on selected bidder and RCIL. All terms and conditions pf CoR will be applicable on back to back basis on selected BA.

16. Duration of the Contract Period

The contract duration shall be same as of Customer contract duration with RailTel until otherwise terminated earlier. **Indicative contract duration is of 3 months with support of 01 year**, unless otherwise terminated earlier/ extended as mentioned in this EOI document. The contract duration can be renewed /extended by RailTel at its discern, in case Customer extends / renews services with RailTel by virtueof extending / renewing / new issuance of one or more Purchase Order(s) placed by Customer to RailTel.

17. Restrictions on 'Transfer of Agreement'

The CSP shall not assign or transfer its right in any manner whatsoever under thecontract / agreement to a third party or enter into any agreement for sub-contracting and/orpartnership relating to any subject matter of the contract / agreement to any third party eitherin 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, 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 committedto Customer 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 tocontinue 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 breachliable 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 CSPavailable 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 orany 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

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

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 andagents of all applicable Central, State, Municipal and Local laws and Regulations and undertaketo 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/modifiedor 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, trademark or any other proprietary right of the other party which is known by virtue of this EoI and subsequentcontract in any circumstances.

23   Severability

In the event any provision of this EOI and subsequent contract with CSP is heldinvalid or not enforceable by a court of competent jurisdiction, such provision shall beconsidered separately and such determination shall not invalidate the other provisionsof 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 partiesincluding 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 anysuch 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 ForceMajeure 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:

25.2   Any mis-statement or any breach of any representation or warranty made by CSP or

25.2.1 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 damagesarising 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 usedof another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or

25.2.2 Any compensation / claim or proceeding by any third party against RailTel arisingout of any act, deed or omission by the CSP or

25.2.3 Claim filed by a workman or employee engaged by the CSP for carrying out workrelated to this agreement. For the avoidance of doubt, indemnification of Lossespursuant 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 beenin had the losses not occurred.

25.3 Any payment made under this contract to an indemnity or claim for breach of anyprovision of this contract shall include applicable taxes.

26   Limitation of Liability towards RailTel

26.1   The CSP 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 orlikely 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 deficiencyin 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 expiryor termination of this contract.

28 Assignment

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 theParties without the prior written consent of each of the other Parties. Any purportedassignment 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 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 outtheir 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 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 andits nominated agencies, or its replacing vendor to carry out due diligence in orderto 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 exitmanagement 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 offerof 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 inventoryof 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 deemedfit.

31   Waiver

Except as otherwise specifically provided in the contract, no failure to exercise ordelay 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

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.

EOI COVER LETTER

(On Organization Letter Head)

EoI Ref No.: RCIL/NR_RO/EOI/MKTG/ITPO/G20/2023-24/1DATED 05.07.2023

Date:

To,

General Manager (Mktg),
RailTel Corporation of India Limited, Northern Region,
6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053

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 conditionsthereof, including corrigendum issued till last date of submission of EOI. It is also undertaken andsubmitted that we are in abidance of all Clauses 4 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 30 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (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 inthe 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 bindings contract between us.

6. I hereby undertake and give unconditional acceptance for compliance of all terms & conditions of EOI issued vide ref no. …………………………………………….. dated …………… on https:/……………………….. 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 issued vide ref no. …………………………………………….. dated …………… on https:/………………………..

Signature of Authorised SignatoryName
Designation

Local Content Compliance
(On Organization Letter Head)

EoI Ref No.: RCIL/NR_RO/EOI/MKTG//2023-24/02 DATED 17.07.2023

Date:

General Manager (Mktg),
RailTel Corporation of India Limited, Northern Region,
6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053

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/s .... fulfills 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/s …………….. on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law, 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 Authorised Signatory

Name Designation

CHECKLIST OF DOCUMENTS FOR BID SUBMISSION

S. No.	Document
1	EOI Cover Letter (Annexure-01)
2	Local Content Compliance & Percentage Amount (Annexure-02)
3	EMD as per EOI document (EMD or Bank Guarantee as per annexure-10)
4	This EOI copy duly Signed and Stamped by the Authorized Signatory of Bidder
5	Compliance of eligibility criteria related documents as per Clause 3
6	Annexure-7
7	Annexure-9 (Non submission may cause summarily rejection)
8	Any relevant document found suitable by bidder
9	MAFs as per requirement
10	Power of attorney /Board Resolution for signing authority
11	Annexure-11 (Technical Specification)

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 fromthe bidders, as per the requirement.

(On Organization Letter Head)
TO BE UPLOADED AS BOQ SHEET
EoI Ref No.: RCIL/NR_RO/EOI/MKTG//2023-24/02 DATED 17.07.2023

General Manager (Mktg),
RailTel Corporation of India Limited, Northern Region,
6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053

S.No.	Particular	Item Details	
Item 1		Make	
		Model	
		HSN Code	
Item 2		Make	
		Model	
		HSN Code	
….			
Item N		Make	
		Model	
		HSN Code	
Total			

SOR

EoI Ref No.: RCIL/NR_RO/EOI/MKTG//2023-24/02 DATED 17.07.2023

Date:

To,

General Manager (Mktg),
RailTel Corporation of India Limited, Northern Region,
6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053

for title					
Schedule of requirement for Security Infra					
S. No.	**Item Description**	**Qty (in nos.)**	**Unit Price**	**GST**	**Amount including Tax in Rs.**
1	SITC of NGFW with 50 Gbps Throughput with 1 year support as per technical specification at Annexure-11	2			
2	SITC of NGFW with 10 Gbps Throughput with 1 year support as per technical specification at Annexure-11	2			
3	SITC of Anti-APT for NGFW with 1 year support at s.no.1 & 2. As per Technical specification at Annexure-11	1			
4	SITC of Centralized management appliance with 1 year support for NGFW mentioned at s.no. 1 &2. Technical specification at Annexure-11	1			
5	SITC of Logging and reporting Tool with 1 year support for NGFW mentioned at s.no. 1 &2. Technical specification at Annexure-11	1			

6	SITC of WIPS Sensor (Indoor Wirless AP) with 1 year support as per technical specification at Annexure-11	50			
7	SITC of WIPS Controller for WIPS sensor with 1 year support as mentioned at s.no.6. As per Technical specification at Annexure-11	2			
8	SITC of Core Switch with 1 year support. As per Technical Specification at Annexure-11	2			
	Total in Figure (Rs.)				
	Total in words				

PROFORMA FOR PERFORMANCE BANK GUARANTEE
(On Stamp Paper of ₹ One Hundred)

To,
General Manager (Mktg),
RailTel Corporation of India Limited, Northern Region,
6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053

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 reasonof 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 thesaid Agreement. Any such demand made on the Bank shall be conclusive as regards the amountdue and payable by the Bank under this Guarantee. However, our liability under this guaranteeshall 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 dischargeof 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 an its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before ……………… . We shall be discharged from all liability under this Guarantee thereafter.

5. We, ………………… the Bank further agree with the RailTel that the RailTel shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for anytime 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 ………… 2022 for .... (Name of Bank)

In the presence of Witnesses:

1. Signature With Date   2. Signature With Date Name   Name

Encl: SFMS PBG Report

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is made and entered into on this____day of_, 2022 (the "Effective Date") at_.

<div align="center">By and between</div>

RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate officeat Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023 & NorthernRegion office at 6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi - 110053, (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,

<div align="center">And</div>

_____) (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 andconditions 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 bodyin 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 unauthorised 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 markedas 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 NewDelhi.
11.   **Counterparts.** This agreement is executed in duplicate, each of which shall be deemedto 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 requestfor 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 theother party or impose any obligations on it and neither party shall purport to do so or hold itself out ascapable of doing so.

21. UNPULISHED 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 accessto any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on tradingof 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 behalfof 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, conditionsor 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 orin equity.

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

:

By

_ Name:
Title:

RailTel Corporation of
India Limited:

By

_ Name:
Title:

Witnesses:

Technical Compliance
EoI Ref. No.: RCIL/NR_RO/EOI/MKTG//2023-24/02 DATED 17.07.2023   **Date:**

Business Associates are requested to mention the details of compliance of technicals olution proposed.

S. No	Scope Item	Specification as pertechnical Document	Proposed OEM Name	MAF Provided (Yes/No)	Compliance sheet
A	B	C	D	E	F
1	To be filled by Bidder As per Technical Document Copy of CoR	To be filled by Bidder As per Technical Document Copy ofCoR	To be filled byBidder	To be filled byBidder	To be filled by Bidder
2	To be filled byBidder	To be filled by Bidder	To be filled byBidder	To be filled byBidder	To be filled by Bidder

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 master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the 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 summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.
9. I/we the BA(s) have carefully read and understand terms and conditions of the tender/RFP/EOI of CoR and also accept all the terms and conditions of the tender/RFP/EOI of CoR including addendum/corrigendum.
10. I/we understand that we will submit all the required MAF/documents/annexures as per requirement of tender/RFP/EOI of CoR before reasonable time as conveyed by competent Authority of RailTel : one day before the bid submission date of CoR. Failing which, our bid may be disqualified.

<div align="right">

DEPONENT
SEAL AND SIGNATURE OF THE BA VERIFICATION

</div>

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.

<div align="right">

DEPONENT
SEAL AND SIGNAURE OF THE BA

</div>

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.

EMD BANK GUARANTEE FORMAT

EOI Ref No: RCIL/NR_RO/EOI/MKTG//2023-24/02 DATED 17.07.2023 Date:

WHEREAS,_____[name of Bidder] (hereinafter called "the Bidder") has submitted his

Bid dated_____[date] Selection of Implementation Partner from RailTel Empaneled Business Associate for exclusive ARRANGEMENT for the work of "………………………………………." [name of Contract] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We_____[name of bank] of _____[name of country] having our registered office at

_____(Hereinafter called "the Bank") are bound unto RailTel Corporationof India Limited., 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053 [name of Employer] (hereinafter called "the Employer") in the sum of Rs. xxxxxxx (Rupees **in words** only) for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this_____day of_____20____.   THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified inthe Form of Bid;

<div align="center">or</div>

(2) If the Bidder having been notified of the acceptance of his bid by the Employer during theperiod of Bid validity:

   a) Fails or refuses to execute the Form of Agreement in accordance with theInstructions to Bidders, if required;

<div align="center">or</div>

   b) fails or refuses to furnish the Performance Security, in accordance with theInstruction to Bidders;

<div align="center">or</div>

   c) does not accept the correction of the Bid Price;

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, withoutthe Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifyingthe occurred condition or conditions.

This Guarantee will remain in force up to and including the date_____* days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extendedby the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE_____SIGNATURE OF THE BANK _____ WITNESS_

_____SEAL _____

_____

[Signature, name, and address]

_____

* _____ days after the end of the validity period of the Bid.

Technical specification

EoI Ref No.: RCIL/NR_RO/EOI/MKTG//2023-24/02 DATED 17.07.2023

Technical Specification for "Supply Installation testing and commissioning of security infrastructure and integration with exiting system"

Note:-

All Equipment should be:

i. Back-to-Back warranty with respective OEMs for both Hardware and Software. The certificates/Undertaking for the same will have to be submitted along with bid from respective OEM.

ii. Equipped with necessary hardware/software to comply all above required / support features.

Item no.1: NGFW with 50 Gbps Throughput

S.No	Technical Specifications	Compliance (Yes/No)
1	The appliance-based security platform should be capable of providing firewall, application visibility, IPS and Anti-malware functionality in a single appliance	
2	The appliance hardware should be a multicore CPU architecture with a hardened 64-bit operating system	
3	Console and management ports to access device	
4	Appropriate energy efficient redundant hot swappable power supplies from day 1.Power Required :100–240V AC, 50–60 Hz	
5	Should support Active: Active & Active: Passive modes	
	Performance & Scalability	
6	Firewall Throughput **: Minimum 145Gbps from day 1**	
7	NGFW Throughput (Including Firewall, IPS, Application Control): Minimum **50 Gbps & IPS Throughput: Minimum 52 Gbps** from day 1. Threat PreventionThroughput (Including Firewall, IPS, Malware Protection, Application Control): Minimum 50 Gbps from	

	day 1 on single appliance without clustering or external device.	
8	**Concurrent Connections: Minimum 32M from day 1**	
9	New Connection per Second: Minimum **600000 from day 1**	
10	25GE/ 10GE SFP28 32 **Nos slot**	
11	40G/100G Fiber QSFP28 **6 nos slots** populated with 4x 100Gig multimode transceivers from day 1	
12	**IPSec VPN throughput: Minimum 145Gbps from day 1 on single appliance without clustering or external device.**	
13	Firewall should support at least 1000 VLANs from day 1	
14	**Firewall Features**	
	Firewall should provide application detection for DNS, FTP, HTTP, SMTP, ESMTP, LDAP, RTSP, SIP, SQLNET, H.323, SNMP	
15	Firewall should support creating access rules with IPv4 & IPv6 objects simultaneously	
16	Firewall should support operating in routed & transparent mode.	
17	Should support Static, RIP, OSPF, OSPFv3 and BGP	
18	Firewall should support manual NAT and Auto-NAT, static nat, dynamic NAT	
19	Firewall should support Nat66 (IPv6-to-IPv6), Nat 64 (IPv6-to-IPv4) & Nat46 (IPv4- to-IPv6) functionality or firewall should be capable of supporting dual stack.	
20	Firewall solution should support DHCPv6	
21	Firewall should support Multicast protocols like IGMP, PIM, etc.	
22	Should support security policies based on group names in source or destination fields or both	
23	Should support capability to limit bandwidth on basis of apps/groups, Networks / Geo, Ports, etc.	
24	Should be supplied with 1000 SSL VPN users license.	
25	The proposed solution must monitor vulnerabilities of internet exposed assets and report to stakeholders. For example, department should have visibility of all its external facing servers/applications/IP addresses directly exposed to internet so that appropriate action can be taken on the application/network/firewall to mitigate misconfiguration and vulnerability of minimum 500 monitored assets. The solution must have service which scans for department's credential leaked in the dark web and report to stake holders. If solution is not natively available on the appliance bidder are free to proposed separate solution for the same.	
26	Should have inbuilt feature for two factor authentication via OTP (email or mobile) for atleast two admin users access.	
27	**High-Availability Features**	
	Firewall should support Active/Standby and Active/Active failover and should not be based on stacking units in clustering.	

28	Firewall should support ether channel or equivalent functionality for the failover control and providing additional level of redundancy.	
29	Firewall should support redundant interfaces to provide interface level redundancy before device failover.	
30	Firewall should support 802.3ad Ether channel or equivalent functionality to increase the bandwidth for a segment.	
31	**Threat Prevention Features/IPS/AntiVirus**	
	Should have the IPS capability to inspect SSL traffic and SSL Inspection throughput of 40 Gbps.	
32	Should be capable of tuning IDS/IPS sensors (e.g., selecting rules, configuring policies, updating policies, etc.) with minimal human intervention.	
33	Should be capable of automatically providing the appropriate inspections and protections for traffic sent over non-standard communications ports.	
34	Should be able to link Active Directory and/or LDAP usernames to IP addresses related to suspected security events.	
35	Should be capable of detecting and blocking IPv6 attacks.	
36	The solution must provide IP reputation feed that comprised of several regularly updated collections of poor reputation of IP addresses determined by the proposed security vendor	
37	Should must support URL and DNS threat feeds to protect against threats	
38	Proposed solution shall have required subscription like Threat Intelligence for proper functioning.	
39	Should cater to reputation and category based URL filtering offering comprehensive alerting and control over suspect web traffic and enforces policies in more than 75 categories from day one.	
40	Should support more than 2000+ application layer and risk-based controls that can invoke tailored intrusion prevention system (IPS) threat detection policies to optimize security effectiveness.	
41	The detection engine should support capability of detecting and preventing a wide variety of threats (e.g., malware, network probes/reconnaissance, VoIP attacks, buffer overflows, P2P attacks, etc.).	
42	Should be able to identify attacks based on Geo-location and define policy to block on the basis of Geo-location	
43	The detection engine should support the capability of detecting variants of known threats, as well as new threats	
44	The detection engine must incorporate multiple approaches for detecting threats, including at a minimum exploit-based signatures, vulnerability-based rules, protocol anomaly detection, and behavioral anomaly detection techniques.	
45	Should should have DNS threat intelligence license and feeds to protect against threats	
46	**Web Application Firewall Protection**	
47	Proposed appliance should have in-build WAF with Reverse proxy support,	
	SQL injection protection, Cross-site scripting protection, HTTPS (TLS/SSL) encryption offloading.	

48	Server Security.	
49	Solution must protect against ransomware and exploit and able to able to capture Viruses, Trojans, Worms, Spyware and Malware, Adware and PUA from single agent. The solution should able to integrate with on-premise sandbox appliance for zero day malware inspection.	
50	The Server Security Solution Should Support Multi-Platform operating system (Windows, Linux) and the same should be managed from a single Centralised Management console	
51	Proposed solution must have IPS, Advanced Malware Protection, Application Control, URL, DNS Filtering, antispam from day 1	
52	**Advance Threat Protection**	
53	The Firewall solution should have detection and prevention capabilities for C&C communications and data exfiltration. Firewall should Identify and control network traffic going to or coming from specific countries to either protect against attacks from known or suspected origins of threat activity, or to investigate suspicious traffic originating from the network. Ability to create firewall rule lists to block the connection.	
	Zero Day threat protection	
54	Advance unknown malware analysis engine with real hardware (dedicated on premises sandbox solution to be provided to assure no traffic go on cloud for any kind of analysis) sand box solution, detecting VM-aware malware to detect and protect from virtual sandbox evading advance unknown malware.	
	Solution should support OS type - Windows 10, Windows 8.1, Windows 7, Linux, Android.	
55	Local malware analysis appliance should be of same OEM with 4x 1GE RJ45 interface and minimum throughput of 500 files/hour process across 6VMs or more. All VMs should be included from day 1. Bidder to proposed min one qty of sandboxing appliance from day 1.	
56	Solution should have feature to manually configure on what file types will run in which specific VM for optimal performance.	
57	Local Malware appliance should have inbuilt feature to send alert over email of detected malware post analysis. For example, if malware has high risk, alert should be notified to security team for further analysis if required.	
58	**Certification**	
59	Product family or Operating system of NGFW solution must support: USGv6 / IPv6, FIPS-140-2 / Common criteria EAL4/ICSA/NDcPP or Indian Equivalent Standard.	

Item No. 2: NGFW with 10 Gbps Throughput

S.No	Technical Specifications	Compliance (Yes/No)
1	Firewall Throughput :**Minimum 70Gbps from day 1**	
2	NGFW Throughput (Including Firewall, IPS, Application Control): Minimum **10 Gbps & IPS Throughput: Minimum 14Gbps from day 1**. Threat PreventionThroughput (Including Firewall, IPS, Malware Protection, Application Control): Minimum 10 Gbps from day 1 on single appliance without clustering or external device.	
3	Concurrent Connections: Minimum **8M from day 1**	
4	New Connection per Second Minimum 2**,00,000 from day 1**	
5	Memory (RAM): Minimum 16 **GB** and Minimum 480GB of storage **from day 1**	
6	1G Copper ports **18 Nos populated with 1Gig copper ports from day 1**	
7	25G Fiber SFP+ 4 **Nos slot**	
8	10G Fiber SFP+ 4 **Nos** slot should be populated with 4 nos of 10Gig SR transceivers from day 1	
9	IPSec VPN throughput: Minimum **55Gbps from day 1** on single appliance without clustering or external device.	
10	**Firewall Features**	
	Firewall should provide application detection for DNS, FTP, HTTP, SMTP, ESMTP, LDAP, RTSP, SIP, SQLNET, H.323, SNMP	
11	Firewall should support creating access rules with IPv4 & IPv6 objects simultaneously	
12	Firewall should support operating in routed & transparent mode.	
13	Should support Static, RIP, OSPF, OSPFv3 and BGP	
14	Firewall should support manual NAT and Auto-NAT, static nat, dynamic NAT	
15	Firewall should support Nat66 (IPv6-to-IPv6), Nat 64 (IPv6-to-IPv4) & Nat46 (IPv4- to-IPv6) functionality or firewall should be capable of supporting dual stack.	
16	Firewall solution should support DHCPv6	
17	Firewall should support Multicast protocols like IGMP, PIM, etc.	
18	Should support security policies based on group names in source or destination fields or both	
19	Should support capability to limit bandwidth on basis of apps/groups, Networks / Geo, Ports, etc.	
20	Should be supplied with 1000 SSL VPN users license.	
21	Should have inbuilt feature for two factor authentication via OTP (email or mobile) for atleast two admin users access.	
22	**High-Availability Features**	
	Firewall should support Active/Standby and Active/Active failover and should not be based on stacking units in clustering.	
23	Firewall should support ether channel or equivalent functionality	

	for the failover control and providing additional level of redundancy.	
24	Firewall should support redundant interfaces to provide interface level redundancy before device failover.	
25	Firewall should support 802.3ad Ether channel or equivalent functionality to increase the bandwidth for a segment. Should have redundant power supply from day 1.	
26	**Threat Prevention Features/IPS/AntiVirus**	
	Should have the IPS capability to inspect SSL traffic and SSL Inspection throughput of 9 Gbps.	
	Should be capable of tuning IDS/IPS sensors (e.g., selecting rules, configuring policies, updating policies, etc.) with minimal human intervention.	
27	Should be capable of automatically providing the appropriate inspections and protections for traffic sent over non-standard communications ports.	
28	Should be able to link Active Directory and/or LDAP usernames to IP addresses related to suspected security events.	
29	Should be capable of detecting and blocking IPv6 attacks.	
30	The solution must provide IP reputation feed that comprised of several regularly updated collections of poor reputation of IP addresses determined by the proposed security vendor	
31	Should must support URL and DNS threat feeds to protect against threats	
32	Proposed solution shall have required subscription like Threat Intelligence for proper functioning.	
33	Should cater to reputation and category based URL filtering offering comprehensive alerting and control over suspect web traffic and enforces policies in more than 75 categories from day one.	
34	Should support more than 2000+ application layer and risk-based controls that can invoke tailored intrusion prevention system (IPS) threat detection policies to optimize security effectiveness.	
35	The detection engine should support capability of detecting and preventing a wide variety of threats (e.g., malware, network probes/reconnaissance, VoIP attacks, buffer overflows, P2P attacks, etc.).	
36	Should be able to identify attacks based on Geo-location and define policy to block on the basis of Geo-location	
37	The detection engine should support the capability of detecting variants of known threats, as well as new threats	
38	The detection engine must incorporate multiple approaches for detecting threats, including at a minimum exploit-based signatures, vulnerability-based rules, protocol anomaly detection, and behavioral anomaly detection techniques.	
39	Should should have DNS threat intelligence license and feeds to protect against threats	
40	**Web Application Firewall Protection**	
41	Proposed appliance should have in-build WAF with Reverse proxy support,	

		SQL injection protection, Cross-site scripting protection, HTTPS (TLS/SSL) encryption offloading.	
42		Server Security.	
43		Solution must protect against ransomware and exploit and able to able to capture Viruses, Trojans, Worms, Spyware and Malware, Adware and PUA from single agent.The solution should able to integrate with on-premise sandbox appliance for zero day malware inspection.	
44		The Server Security Solution Should Support Multi-Platform operating system (Windows,Linux) and the same should be managed from a single Centralised Management console	
45		Proposed solution must have IPS, Advanced Malware Protection, Application Control, URL, DNS Filtering, antispam from day 1	
46		**Certification**	
47		Product family or Operating system of NGFW solution must support: USGv6 / IPv6, FIPS-140-2 / Common criteria EAL4/ICSA/NDcPP or Indian Equivalent Standard.	
48		Appropriate energy efficient redundant hot swappable power supplies from day 1.Power Required :100–240V AC, 50–60 Hz	

Item No. 3,4 & 5: **Centralized Management, Logging and Reporting**

SN	Technical Specifications	Compliance (Yes/No)
1	The management must be accessible via a web-based interface and ideally with no need for additional client software	
2	The solution must provide a highly customizable/user friendly dashboard.	
3	The solution must provide multiple report output types or formats, such as PDF, HTML, and CSV.	
4	The solution must provide robust reporting capabilities, including a selection of pre-defined reports and the ability for complete customization and generation of new reports.	
5	Firewall solution must be managed through seperate dedicated Firewall OEM appliance, bidder to proposed min one qty of management appliance. The Management Appliance should be able to manage minimum 4 applainces and scalable upto 8 applainces.	
6	The solution must provide risk reports like advanced malware, attacks and network	
7	Separate dedicated reporting and logging appliance must support minimum 200 GB per day of Logs. Bidder to proposed min one qty of logging and reporting appliance from day 1.	
8	The reporting and logging appliance must support min 6 CPU core, min 16TB storage	
9	The reporting and logging appliance must support min 32GB of Memory to process the required logs and min 4x Copper GbE	

S.No	Technical Specifications	Compliance (Yes/No)
10	The solution must include an integration mechanism, preferably in the form of open APIs and/or standard interfaces, to enable events and log data to be shared with external network and security management applications, such as Security Information and Event Managers (SIEMs), and log management tools.	

Item No. 6& 7: WIPS Sensor and Controller

S.No	Technical Specifications	Compliance (Yes/No)
1	The WIPS sensor should support 802.11ax wifi-6 standard	
2	Must have the Tri-radio option to support radio1 as 2.4 GHz and radio2 as 5 GHz devices and radio 3 as 2.4GHz & 5 GHz for frequency scanning.	
3	WIPS sensor should be able to create a MAC address filter list to either permit or exclude a list of clients identified by their MAC addresses.	
4	WIPS solution should support Network Access Control (NAC) profiles to onboard wireless clients into default VLANs. It should also able to apply NAC policies to match clients based on device properties, user groups, or EMS tags, and then assign the clients to specific VLANs	
5	WIPS solution should be able to encrypt the data channel to protect data with either using DTLS or IPsec VPN.	
6	WIPS should support below Wireless Monitoring Capabilities	
	a) Rogue Scan Radio Modes should support both background and dedicated	
	b) WIPS / WIDS Radio Modes should support both background and dedicated	
	c) should support Spectrum Analyzer	
	d) should support Packet Sniffer Mode	
7	WIPS sensor should be able to detect and suppressing rogue WIPS sensor	
8	Should have Dual band: minimum 4.5dBi for 2.4Ghz and 5.5dBi for 5GHz, BLE antenna 4.0dBi at 2.4GHz band	
9	Should have minimum 2 x 10/100/1000 Base-T RJ45, 1x Type 2 USB, 1x RS-232 RJ45 Serial Port	
10	WIPS should support 802.3at PoE mode or higher	
11	The WIPS should support throughput in Radio 1: up to 574 Mbps or higher, Radio 2: up to 1200 Mbps or higher and Radio 3: Frequency scan only	
12	WIPS should support SSID's in Tunnel, Bridge, Split-Tunnel and mesh mode.	
13	Should support 16 Simultaneous SSIDs	
14	Should support following EAP types : EAP-TLS, EAP-TTLS/MSCHAPv2, EAPv0/EAP-MSCHAPv2, PEAPv1/EAP-	

S.No.		Technical Specifications	Compliance (Yes/No)
15		GTC, EAP-SIM, EAP-AKA, EAP-FAST	
15		Should have physical security lock	
16		Should support mounting options of Ceiling, T-Rail and wall all these accessories should included with box.	
17		Must support QoS and Call Admission Control capabilities.	
18		Should support Local AP diagnostic web portal, Command line(CLI) directly to WIPS.	
19		WIPS controller should be provided in HA for managing 100 WIP's sensor from day 1 and support upto 500 WIP's sensor future scalability. WIPS controller should have minimum 8x10Gig SFP+ ports, 8x1Gig copper ports. Copper ports should be populated from day 1.	
20		Appropriate energy efficient redundant hot swappable power supplies from day 1.Power Required :100–240V AC, 50–60 Hz	

Item No. 8: Core Switch

S.No.		Technical Specifications	Compliance (Yes/No)
1	General Requirements	L3 Managed Switch should have minimum GE/10GE SFP/SFP+ slots and 6 x 40GE QSFP+ or 4 x 100GE QSFP28, populated with 8 nos 10Gig multimode transceivers 1 nos of 40Gig multimode transceivers & 3x100Gig multimode transceivers.	
2		The proposed switch form factor should 1 RU Rack-Mount Appliance and should have one RJ-45 Serial console or any other type of console port. Switch should have separate dedicated management/service port.	
3		Switching capacity of the proposed switch should be minimum 1760 Gbps and 1518 Mpps Packet per second.	
4		Proposed switch should support routing protocol - static route, RIP, OSPF, BGP from day 1	
5		Proposed switch should have redundant power supply from day 1	
6		Proposed Switch should support minimum 144K MAC address and 4000 VLAN's	
7	Layer 2 & Authentication Requirements	Should support Spanning Tree Protocol MSTP native, and backwards compatible with RTSP, STP and STP Root Guard	
8		Should support IEEE 802.1ad Link Aggregation, IEEE 802.1q VLAN tagging, LLDP/MED. Should support LACP to aggregate 2x10Gig ports to achieve higher backbone bandwidth.	

9		Should support 802.1p support, QoS support prioritizing the traffic	
10		Should support 802.1x port-based authentication	
11		Should support 802.1x MAC-based authentication, IEEE 802.1x MAC Access Bypass (MAB).	
12		Should support IEEE 802.1x Guest and Fallback VLAN	
13		Should support IEEE 802.1x Dynamic VLAN Assignment	
14		Should support TFTP, NTP,	
15		Switch should support local user database and can integrate with RADIUS, Radius CoA,TACACS+ servers	
16	Management	Should support SSH, HTTP,HTTPS with IPv4 and IPv6 Management	
17		Switch should support SNMP v1, v2c and v3, IGMP, RMON.	
		Should have management protocol that allows NGFW Security Appliance to seamlessly manage proposed Ethernet Switch	
18		Proposed switch should be managed via both, GUI and CLI	
19	Security	Switch should support in-built network access control feature to bounce all the devices by default in onboarding VLAN and based on the devices matching with the specified criteria devices should be assigned to a specific VLAN.Criteria: a.MAC address, b. hardware vendor, c. device family, d. device type, e. device operating system and user group. In case, above mentioned functionality is not in-built in the switch bidder can provide additional required hardware and software resources of same OEM whose switches are proposed to meet the mentioned functionality.	
20		Switch should have option to allow administrators to quarantine hosts and users connected to a Switch via GUI. Quarantined MAC addresses should be isolated from the rest of the network and LAN. In case, above mentioned functionality is not in-built in the switch above can provide additional required hardware and software resources of same OEM whose switches are proposed to meet the mentioned functionality.	
21		Bidder should include all the required components and licenses to achieve all the specified specifications.	
22	Environment	Power Required :100–240V AC, 50–60 Hz	
23		Operating Temperature : 0–40°C, Humidity: 10–90% non-condensing	

| 24 | Certification | FCC, CE/EU, UL, RoHS2 or Equivalent Indian Standard | |