

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

**EOI NO.: RCIL/CO-EB /EOI/MKTG/IREPS/SIEM Solution/2023-24/1 DATED
26.09.2023**

Expression of Interest (EOI) for “Supply, Installation, Configuration & Commissioning with 03 years comprehensive Warranty Support Services of Security Information and Event Management (SIEM) solution at Customer of RailTel HQ, New Delhi and Customer of RailTel DR site, Secunderabad”



**Issued by:
RailTel Corporation of India Ltd**

(A Mini-Ratna PSU under Ministry of Railways)

Corporate office, Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai
Nagar, New Delhi-110023

Tel No.: +91-11- 22900600

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

TABLE OF CONTENTS

SR. NO.	DESCRIPTION
EOI Notice, Schedule of Events and Notes	
01.	About RailTel
02.	Background of EOI
03.	Scope of Work
04.	Partner Selection
05.	Other Terms and Condition
06.	Proposal Preparation and Submission Cost
07.	Amendment to EOI Document
08.	Bid Validity Period
09.	Right to Terminate the Process
10.	Language of Bid
11.	Submission of Bid
12.	Right to Accept / Reject any or all EOI Response
13.	Payment Terms
14.	Performance Bank Guarantee (PBG)

15.	Details of Commercial Bid / Financial Bid
16.	Duration of the Contract Period
17.	Restriction of 'Transfer of Agreement'
18.	Suspension, Revocation or Termination of Contract / Agreement
19.	Dispute Settlement
20.	Governing Laws
21.	Statutory Compliance
22.	Intellectual Property Rights
23.	Severability
24.	Force Majeure
25.	Indemnity
26.	Limitation of Liability towards RailTel
27.	Confidentiality cum Non-disclosure
28.	Assignment
29.	Insurance
30.	Exit Management
31.	Waiver

32.	Changes in Contract Agreement
33.	Annexure – 01 (EOI COVER LETTER)
34.	Annexure – 02 (Local Content Compliance)
35.	Annexure – 03 (Checklist of Documents for Bid Submission)
36.	Annexure – 04 (Commercial Bid)
37.	Annexure – 4A (Price Bid Breakup : SOR)
38.	Annexure – 05 (Proforma for Performance Bank Guarantee)
39.	Annexure – 06 (<u>Non-Disclosure Undertaking</u>)
40.	Annexure – 07 (Technical Compliance)
41	Annexure – 08 (Pre-Bid Agreement)
40.	Annexure – 09 (Format for Affidavit)
41.	Annexure- 10 BANK GUARANTEE FORM (For Bid Security)

EOI NOTICE

RailTel Corporation of India Limited, Corporate office, Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023, Tel No.: +91-11- 22900600

EOI NO.: RCIL/CO-EB /EOI/MKTG/IREPS/SIEM Solution/2023-24/1 DATED 26.09.2023

RailTel Corporation Of India Ltd., (Here After Referred To As “RailTel”) Invites Eois From RailTel’s Empaneled Partners For Selection Of Implementation Partner From RailTel Empaneled Business Associate For Exclusive PRE-BID TEAMING ARRANGEMENT For “Expression Of Interest (EOI) For “Supply, Installation, Configuration & Commissioning With 03 Years Comprehensive Warranty Support Services Of Security Information And Event Management (SIEM) Solution At Customer Of RailTel’s HQ, New Delhi And Customer Of RailTel’s DR Site, Secunderabad”

The details are as under:

SCHEDULE OF EVENTS

Date of EOI Floating	26 th Sep, 2023 at 11:00 Hours
Last date for submission of Bids against EOI	28 th Sep, 2023 at 17:00 Hours
Opening of Bids received against EOI	29 th Sep, 2023 at 10:00 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/-
EMD for Pre-Bid Arrangement	Rs. 5,00,000/-
Bid Submission Mode	Online on https://railtel.enivida.com

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

EMD can be received in the form of bank guarantee/online Bank Transfer/Fixed Deposit, 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 to submit Token EMD amount Rs. 5,00,000 through NEFT/RTGS/BG/FDR. However, Bidder would have the option to submit Token EMD of Rs. 5,00,000/- through NEFT/RTGS/BG/FDR with this EOI and balance EMD amount as above to be submitted through NEFT/RTGS/ BG/FDR mode prior to bid submission to customer.) Total EMD 1% of the value of the project including token EMD. Non-submission of remaining EMD as applicable will lead to forfeiture of token EMD.

The validity of such EMD shall be maintained till the finalization of end Customer RFP/Tender i.e. awarded of order and till submission of Performance Guarantee of requisite value required by end customer on back to back basis.

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.

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. Abhishek Pratap Singh, Sr. Manager/EB
Email: abhishek.singh@RailTelindia.com Contact: +919004444144

Level:2 Contact: Sh. Arya Vrat Sharma, DGM/EB
Email: aryavrat@RailTelindia.com Contact: +91-9717644155

Level:3 Contact: Sh. Shashi Uppal, GM/EB
Email: Shashi_uppal@RailTelindia.com

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. This is an exclusive pre-RFP partnership arrangement with empaneled business associate of RailTel for participating in the end customer RFP.
4. Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document.

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

Tender Ref. No.	IREPS/2023/ 01235199
Tender ID	IREPS Tender No 01235199
Date of floating	08-08-2023
Floated on portal	IREPS e-tender Portal (Website-ireps.gov.in)

5. No exemption/relaxation is applicable to MSME/Startups.
6. Please refer CoR RFP Payment terms as this will remain applicable on back-to-back basis on successful bidders. Payment shall be made after actual receipt of payment from CoR.
7. As this is a customer centric bid on back-to-back basis, the benefits of MSME shall not be applicable on this EoI & Work Order issued basis this EoI.
8. Bidder may submit their response in form of duly signed and stamped and submit techno-commercial bid at the E-nvida portal through Online mode, within the stipulated date and time, as mentioned in this EOI document.
9. 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) along Railway track. The OFC network presently reaches to over 4500 towns & cities of the country including several rural areas. With its Pan India high-capacity network, RailTel is working towards creating a knowledge society at various fronts. The portfolio of services provided by RailTel includes Data Centre & DR services, Tele-presence as a service, NLD services, IP-1 services, Internet and Broadband services on a pan-India basis.

Equipped with an ISO 9001, 20000-1:2011 & 27000 certification, RailTel offers a wide gamut of managed telecom services to Indian Telecom market including Managed lease lines, Tower 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, Telecom Service Providers, Internet Service Providers, MSOs, etc. RailTel being a “Mini Ratna (Category-I)” PSU is steaming ahead in the enterprise segment with the launch of various services coupled with capacity augmentation in its Core network.

2. Background of EOI

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

In this regard, RailTel intends to participate in the tender floated by IREPS for “ Supply, Installation, Configuration & Commissioning with 03 years comprehensive Warranty Support Services of Security Information and Event Management (SIEM) solution at Customer of RailTel’s HQ, New Delhi and Customer of RailTel’s DR site, Secunderabad” (hereafter referred to as ‘CoR’) and accordingly seeks to select a suitable partner for pre-bid arrangement. The details of pertinent tender are as below:

Tender Title:

Supply, Installation, Configuration & Commissioning with 03 years comprehensive Warranty Support Services of Security Information and Event Management (SIEM) solution at CoR HQ, New Delhi and CoR DR site, Secunderabad
CoR RFP Ref. No.: IREPS Tender No 01235199, Floated on: 08-08-2023

RailTel invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner for participating in above mentioned work for the agreed scope work with latest amendment/ Corrigendum/ Clarifications, as per the scope of work of CoR RFP. The empaneled partner is expected to have excellent execution capability and good understanding of customer local environment.

3. Scope of Work

The scope of work will be as mentioned in the pertinent end Customer organization RFP for Supply, Installation, Configuration & Commissioning with 03 years comprehensive Warranty Support Services of Security Information and Event Management (SIEM) solution at Customer of RailTel's HQ, New Delhi and Customer of RailTel's DR site, Secunderabad.

Vide Ref No.: .: IREPS Tender No 01235199 Floated on: 08-08-202 on the website IREPS.gov.in with all latest amendment/ Corrigendum/ clarifications.

RailTel may retain some portion of the work mentioned in the end customer organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal. Allotment of LOA as per CoR shall be done as per terms of CoR.

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

4. Partner Selection: -

Interested partners may note that this is a Single stage two Packet Bid.

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. has paid ITR for last 3 financial year ending 31 st March 2023.	I. Copy of PAN Card. II. Copy of GST registration certificate. II. Copy of ITR filed.
3	Turnover	The bidder must have cumulative turnover atleast Rs. 24,00,00,000/- in the last three financial year ending 31 st Mar, 2023.	Balance Sheet & CA certificate
4	Net Worth	The bidder must have positive net worth in last 3 FY's ending 31 st March 2022.	Balance Sheet & CA certificate
5	Experience	The bidder must have executed similar work in last 7 years ending last day of month previous to the one in which tender is invited. 1. One similar work of not less than Rs. 9,60,00,000/- OR 2. Two similar works each of not less than Rs. 6,40,00,000/- OR 3. Three similar works each of not less than Rs. 4,80,00,000/- of probable estimated value of contract.	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.

		<p>Definition of similar work: Works entailing completion of of Supply, Installation, Testing and Commissioning of a project in the field of SIEM/NOC/SOC/Security Surveillance/IT/ ICT/ Telecom/AMC/O&M for any Government department or Public Sector Units or public listed companies.</p> <p>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.</p>	<p>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.</p>
6	Empanelment	Bidder must be empaneled with RailTel as business associate.	Copy of Empanelment letter and Empanelment PBG submitted, if any.

(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)** if 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 their bids and techno-commercial solution/association with any other Organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to prospective customer Organization by RailTel).
- (e) The interested bidder should not be seeking / extending / exploring similar arrangements / engagements with any other organization except RailTel, for the CoR tender.
- (f) 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.
- (g) The selected bidder will have to accept all Terms & Conditions of CoR RFP on back-to-back basis.
- (h) Any corrigendum(s) issued by CoR against pertinent tender/RFP shall be the part and scope of this EOI document on back-to-back basis. Except Eligibility Criterion, rest all Terms & Conditions of RFP floated for pertinent tender will be complied by SI/BA/bidders.
- (i) Terms and conditions of tender document of CoR will prevail in case of any conflict between T&C of RailTel's EOI document and T&C of tender document of CoR.
- (j) OEM considered by SI for this project have to mandatorily comply all the eligibility & technical criteria/compliance on back-to-back basis in line with COR RFP and corrigendum(s) issued thereof.
- (k) Bidder has to agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP.

- (l) Bidder will submit MAF of major items of the proposed solution and other documents required in the end Customer Organization's tender in favour of RailTel against the proposed products. The selected BA has to provide MAF from the OEM in the name of RailTel for bidding in the concerned tender of CoR, if their proposed solution is quoted to the customer.
- (m) Bidder may check the price/commercial bid as per BOQ and match the same with FORMATS FOR SUBMISSION OF THE COMMERCIAL BID of CoR's RFP and if found any discrepancy, may be brought in the notice of RCIL immediately and may modify their financial bid format as per CoR RFP financial bid document
- (n) The bidder has to submit Annexure 7 with proposed OEM Name & Make and Model.
- (o) The bidder has to mandatorily submit notarized Annexure-09 on non-judicial stamp paper of Rs. 100, else bid shall be summarily rejected.
- (p) 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.
- (q) 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. This will not be a binding clause in cases where end customer has not asked Local Content Clause/Make in India Clause in their Current RFP.
- (r) Integrity pact for EOI value more than 15 Cr in the format as per CoR/RailTel's to be provided by the Bidder. Format of RailTel's IP available at website <http://RailTelindia.com/>
- (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
- a) complying eligibility criterion & 4.1
 - b) compliances requirement, whoever may qualify may be treated as Technically qualified partner.

4.2 Financial Bid:

Price bid as filled with %age above/below/at par (SOR is as per annexre-4A for reference).

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 of CoR, 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 CoR's tender document and subsequent corrigendum. However, RailTel at its discern, may take- up a certain portion / percentage of 'Scope of Work' by communicating to the CSP at any point of time during the engagement period. (The day at which 'CSP' is declared, will mark the start of engagement period. The period will be valid till final outcome of this tender is announced by CoR.

5.2 In case, RailTel comes out to be winner of the CoR tender, then the engagement period will get auto-extended to the period RailTel serves CoR for the concerned tender, unless terminated earlier by RailTel as per terms and conditions mentioned in this EoI document). In this scenario, commercial engagement with the CSP will be for that portion / percentage only, which has not been taken by RailTel. Accordingly, resultant value of work will be derived on the basis of negotiated (in case) commercial bid of the CSP.

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 pertinent CoR's tender. Further relationship with CSP will be based on the outcome pertinent CoR's tender.

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 facilitate the evaluation process or all such activities related to the bid process. RailTel will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This EOI document does not commit to award a contract or to engage in negotiations.

7. Amendment to EOI Document

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

8. Bid Validity Period

- 8.1 Bid of Interested partners shall remain valid for the period of 180 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 mentioned in the pertinent CoR's RFP.

13.2 Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from CoR for the same work / services. Any deduction / Penalties levied by CoR 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 deviation in terms and conditions of service standards by the CSP.

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

- i PO copy issued to selected vendor.
- ii Payment Proof that the end customer has paid to RailTel for the period claimed by Selected bidder/vendor against invoices raised by RailTel for such services.
- iii Submission/Declaration of applicable BG amount against PO issued to selected bidder/vendor.
- iv Original Invoice for the period claimed.
- v 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 participation by RailTel in the pertinent CoR's tender 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 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 '10(%)' of the contract value. However, the final quantum of this 'percentage (%)' will be equal to the PBG % as asked by CoR from RailTel either way i.e. increased/decreased from presently proposed 10% of contract value.. 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. **For BG SFMS, "RATN0000100" IFSC should be used.**

14.2 The PBG should have validity for a period as per CoR RFP and shall be on back to back basis. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the CSP under the contract. However, no interest shall be payable on the PBG. In the event, CSP being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discern. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the CSP's failure to complete its obligations under the contract. RailTel shall notify the CSP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the CSP is in default.

14.3 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 CoR, PBG should also be extended accordingly.

14.5 During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by CoR (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 CoR 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 CoR has sought any other types of PBG in this contract at present or in future or else Integrity Pact PBG (presently or in future), same remain applicable on selected Bidder. The Said PBG will be issued by Selected Bidder from Scheduled Bank favoring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.

14.8 If, CoR ask for submission for value more than 10%, same also needs to be submitted by the selected BA.

14.9 Integrity pact in the format as per CoR to be provided by the Bidder.

15.Details of Commercial Bid / Financial Bid

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

15.2 The commercial bid should clearly bring out the cost of the services with detailed break-up of taxes.

15.3 The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and bidder.

15.4 The quantity of 'Line Items' may vary at the time of placing of Purchase Order or during the Contract Period, as communicated by CoR (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 CoR 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, CoR may raise Purchase Order to RailTel for the line items (and respective quantities) which are not mentioned in the pertinent tender of CoR. In such scenario, RailTel at its sole discretion, may extend the scope of the contract with CSP by placing order to CoR, **on back-to-back basis**.
- 15.7 In addition to the Payment Terms, all other Contractual Terms will also be on '**back-to-back**' basis between RailTel and CSP, as mentioned in the pertinent CoR's tender. MAF (Manufacturer's Authorization Form) in the name of RailTel and another MAF in Bidders Name (separately with reference to this EOI) from the OEMs, whose product is mentioned in commercial bid format, should also be ensured by the partner. The MAF format and required content should be in-line with CoR's tender, if specifically asked by CoR in a particular format.

16. Duration of the Contract Period

The contract duration shall be same as of CoR's contract duration with RailTel until otherwise terminated earlier. **Indicative contract duration is 5 Years as per CoR**, unless otherwise terminated earlier, as mentioned in this EOI document and subject to successful participation of RailTel in the pertinent CoR's tender. The contract duration can be renewed /extended by RailTel at its discern, in case CoR extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by CoR to RailTel.

17. Restrictions on 'Transfer of Agreement'

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

18. Suspension, Revocation or Termination of Contract / Agreement

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

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

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

termination notice or to continue the agreement by suitably modifying the conditions, as deemed fit under the circumstances.

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

19. Dispute Settlement

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

20. Governing Laws

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

21. Statutory Compliance

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

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

22. Intellectual Property Rights

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

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

23 Severability

In the event any provision of this EOI and subsequent contract with CSP is held invalid or not enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of the contract and Annexure/s which will be in full force and effect.

24 Force Majeure

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

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

25 Indemnity

25.1 The CSP agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from:

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 damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by CSP pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by CSP pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issued in India, or (iii) constitutes misappropriation or unlawful disclosure or use of 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 arising out 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 work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

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

26 Limitation of Liability towards RailTel

26.1 The CSP liability under the contract shall be determined as per the Law in force for the time being. The CSP shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the CSP and its employees (direct or indirect), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of CSP or his agents or any person / persons claiming through under said CSP, However, such liability of the CSP shall not exceed the total value of the contract.

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

27 Confidentiality cum Non-disclosure

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

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

27.2.1 Is already known to the receiving Party at the time of disclosure:

27.2.2 Is or becomes part of the public domain without violation of the terms hereof;

27.2.3 Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:

27.2.4 Is received from a third party without similar restrictions and without violation of this or a similar contract.

27.3 The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law.

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

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

28 Assignment

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

29 Insurance

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

30 Exit Management

30.1 Exit Management Purpose

30.1.1 This clause sets out the provision, which will apply during Exit Management

period. The parties shall ensure that their respective associated entities carry out their respective obligation set out in this Exit Management Clause.

30.1.2 The exit management period starts, in case of expiry of contract, at least 03 months prior to the date when the contract comes to an end or in case of termination contract, on the date when the notice of termination is sent to the CSP. The exit management period ends on the date agreed upon by RailTel or Three (03) months after the beginning of the exit management period, whichever is earlier.

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

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

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

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

30.4 Rights of Access to Information: Besides during the contract period, during

the exit management period also, if asked by RailTel in writing, the CSP shall be obliged to provide an access of information to RailTel and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / software / active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other related material.

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

31 Waiver

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

32 Changes in Contract Agreement

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.

33 Documentation

Set of manuals and support documents with each solution shall be made available by the bidder. The bidder shall also provide documents viz. Deployment Architecture, Installation Report, Performance Testing report, Operational manual and all other documents which have been specified under various sections of the tender. Bidder needs to submit complete solution document for the offered solution with all the required components in full details.

34 Training

The vendor shall provide 03 days training for about 05 persons, at COR, Chanakyapuri, New Delhi related to installation, configuration, operations, maintenance and administration of the implemented solution. The training shall be provided by OEM certified trainer with curriculum as per the OEM recommendation.

35 Inspection, Implementation and Acceptance procedure

35.1 Physical Inspection and preliminary testing shall be done at respective site, in the presence of representative of consignees & the supplier and will comprise of the following:

- a) Physical verification of equipment as per the Purchase Order.
- b) Physical inspection of the equipment for any physical damage.
- c) "Power on self-test" for all equipment to ascertain that no equipment is dead on arrival.
- d) Physical verification of software media and documentation as per purchase order.
- e) A preliminary test certificate.

35.2 After physical inspection & preliminary testing, the supplier shall prepare a detailed plan for Installation of equipment at data centres.

35.3 The bidder shall have tie up with the OEMs of the offered equipment and the OEMs shall also be responsible for successful implementation and system operations.

35.4 The installation of the equipment shall be done by the supplier along with support of OEMs as a planned activity on a date & time decided by COR.

35.5 OEM's engineer shall attend the pre implementation meeting at COR, Chanakyapuri, New Delhi for understanding of existing setup, discussing the technical requirements, deployment architecture and implementation plan.

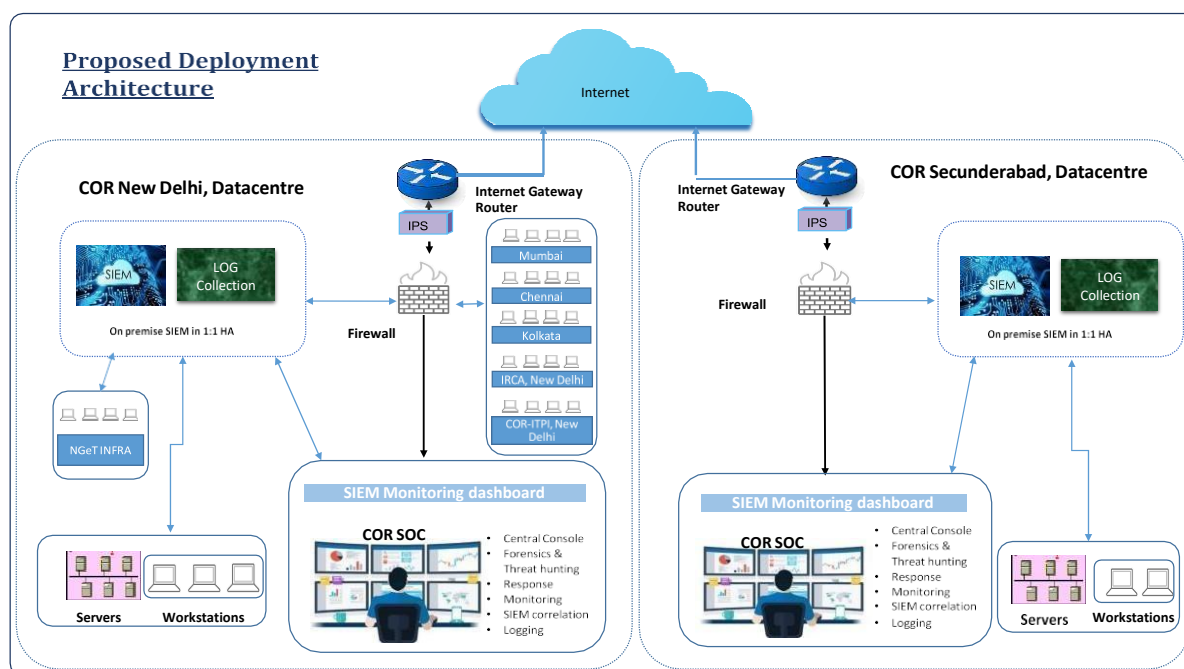
35.6 Fine tuning / modifications required in configuration of the solutions as per best practices shall be suggested by the OEM.

35.7. Respective OEMs shall also provide technical support for optimization/fine-tuning of each solution based on requirements/environmental/application details shared by COR.

35.8 Final Acceptance Testing shall be done for the supplied equipment as per the ATP (Acceptance Test Procedure) given in Annexure-I(B).

- (a) Installation of equipment and its integration with existing infrastructure.
- (b) Demonstration of features specified in the technical specifications.
- (C) The Final Acceptance Certificate as per Annexure-C2 shall be issued by the consignee only after continuous satisfactory performance of all the installed equipment for 15 days.

36 Proposed Deployment Architecture



37 Preference to Make in India

37.1 Only 'Class-I local supplier' and Class-II local supplier', as defined under the order no.- P-45021/2/2017-PP (BE-II) dt. 4th June 2020 issued by Ministry of Commerce and Industry and reiterated by Railway Board Order no.- 2020/RS (G)/779/2 dt.12.06.2020, shall be eligible to bid in this tender. Subsequent OM no. P-45021 dt. 21.06.2017, OM No. P-45021/130/2020-PP(BE-II) (E-435185) dt. July 9, 2020, PP-(BE- II) (E-1588) dt. July 27, 2020, OM No P-45021/2/2017-PP (BE-II) dated September 16, 2020 of Ministry of Commerce and Industry& OM No P-45021/102/2019-BE/II/Part(1)(E-50310) dt 04/03/2021 of Ministry of Commerce and Industries shall also be applicable.

37.2 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined in the aforesaid

order.

37.3 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined in the aforesaid order.

37.4 'Non local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to or 20%, as defined in the aforesaid order. Any offer submitted entity shall not be considered and summarily rejected.

37.5 The margin of Purchase Preference to 'Class-I local supplier' shall be 20%, 'Class-II local supplier', 'Non local supplier' shall not be eligible for any purchase preference in this tender.

37.6 The Subject tender is not divisible in nature and the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non local supplier'; Class-II local supplier' will not get any purchase preference.

37.7 The procedure to be followed in this tender shall be as per para3 A (c) of the aforesaid order.

37.8 Verification of local content-

37.9 The bidders are required to furnish required certificate as defined in Para-9 of order no.- P-45021/2/2017-PP (BE-II) dt. 4th June 2020. Submission of the requisite certificate as defined in Para-9 as mentioned above is mandatory.

38 Bidder from Country which shares Land Border with India:

Bidder should read para 34 & its sub paras and para 35 & its sub paras of GCC very carefully and will submit the certificate for Compliance regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries, as per Annexure-12 of the GCC of the COR along with their Bid/Offer.

In para regarding Land Border Sharing mentioned in COR EGCC clause no. 34, OM No F. 18/37/2020-PPD dt 08/02/2021 & OM No F.12/1/2021- PPD(Pt) dt 02/03/2021 of Ministry of Commerce and Industries is to be read and complied along with existing condition.

39 Guidelines for Start-Up Firms

The start-ups recognized by the Department of Industrial Policy and Promotion, Ministry of Commerce (GOI) will be considered eligible to participate in the tender if they submit the proof of fulfilling 100% of the quantum of requirement as mentioned in the Qualification Criteria.

40 Comprehensive Warranty Support Services & SLA

40.1 The warranty shall be valid for a period of 03 years from the date of final acceptance of the solutions by COR or 42 months from the date of delivery to the consignee (in case delay in installation is on part of consignee), whichever is earlier.

40.2 The bidder should have a centralized helpdesk for logging of complaints. After the call is logged, the complainant shall receive a call back within 1 hour to brief the status of the call logged and the details of the engineer to whom the call is assigned, for efficient and quick resolution of the problem.

40.3 There shall be a provision to log complaints/ open support cases directly with OEM on 24 x 7 basis through Phone/Email/Web for the offered solutions. Problems in any module/components of offered solutions which causes downtime/degradation of services and resolution or recovery of which require development of patches, bug fixes etc. shall be treated by OEM on urgent basis. The OEM shall provide appropriate solution on fast-track basis so that desired Service levels (mentioned vide item no. 9 below) are maintained. The bidder shall furnish an undertaking from OEM in this regard along with detailed process document to take support from OEM.

40.4 The bidder shall provide a complaint Escalation mechanism for escalation of complaints during the warranty period as per Annexure -V.

40.5 The Bidder shall nominate an Account Manager / Senior functionary for day-to-day coordination with COR throughout the warranty support service period.

40.6 The Bidder shall provide Upgrades and Updates for all offered solutions as and when released by respective OEMs and shall be made available free of cost. Software updates/upgrades and security patches shall also be done keeping in view advancement in technology, shortcomings of the system, security vulnerabilities, or changes required for improving functional efficiency and security level of the solution. The bidder shall

ensure complete rollback to original status in case of problem and shall take necessary backups before the activity.

40.7 Patch installation and software upgrades of offered solutions shall be carried out by the bidder as per the OEM recommendations.

40.8 The solution provided by the bidder should not be declared end of sale within 2 years from the date of placement of PO. If any of the solution is declared end of sale within 2 years of placement of PO, the bidder has to provide the equivalent/upgraded solution without any financial implication to COR. Non-compliance of above shall lead to forfeit of PBG and termination of contract.

40.9 All the equipment shall have on-site warranty support i.e. the repair / replacement of faulty units during the warranty period has to be ensured at COR, New Delhi and DR DC, Secunderabad after the complaint is lodged at the nearest customer support office.

41 SLA & Damage charges for service unavailability

41.1 Damage charges shall be calculated on the basis of service unavailability for each location viz. COR, New Delhi and DR DC, Secunderabad separately. Damage charges shall be calculated as per clause no.9.2.

41.2 Damage charges shall be calculated on the basis of total service failure, no. of failure instances, duration of single failure instance as well as individual device/part failure. In case multiple clauses are applicable, the higher one shall be charged. Damage charges shall be calculated as per table given below:

S.No.	Service Parameter:	Damages
i.	Total Service failure or Degradation in system performance for which site visit is not required and can be attended remotely through telephonic support and should be rectified within 02 hours of lodging the complaint with the vendor's Engineer at the nearest customer support office. Failure to rectify the fault within stipulated time frame shall call for Damages as:	Damages @ Rs. 5000/- (Rs. Five Thousand) per hour subject to a maximum of 10% of the cost of the affected equipment.

S.No.	Service Parameter:	Damages
ii.	Total Service failure or Degradation in system performance for which site visit is required shall be attended & rectified within 04 hours of lodging the complaint with the vendor's Engineer at the nearest customer support office. Failure to rectify the fault within stipulated time frame shall call for Damages as:	Damages @ Rs. 10000/- (Rs. Ten Thousand) per hour subject to a maximum of 10% of the cost of the affected equipment.
iii.	Damages in case of occurrence of morethan 02 failures (Total Service failure or Degradation) in a month	Rs. 15,000/- (Rs. Fifteen Thousand) per occurrence after 02 failures in a month. This shall be in addition to the damages for failure.
iv.	Other Failures (i.e. such failures which do not lead to disruption of services hosted in the Primary DC & DR site) shall be attended and resolved at site within 48 hours of lodging the complaintat the customer support office on all 07 days of the week. Failure to resolve the problem within stipulated time, shall call for Damages as:	Damages @ Rs. 10,000/- per day subject to a maximum of 10% of the cost of affected equipment.
V.	Any upgrades, updates & security patches shall be deployed for each of the installed solution within 03 months or asintimated by COR. Any delay in applyingshall attract damages.	Damages @ Rs.2000/- per day

41.3 All penalties shall be recovered from the invoices/PBG/deposit/any other payment to the bidder. The overall penalties will be capped at 10% of the contract value including taxes, duties, etc. which is in addition to any applicable LD. In case the total damages exceed the maximum limit, COR reserves the right to cancel the contract and forfeit the PBG.

41.4 Planned Downtime (PD) for updating / upgradation / patching / other maintenance may be taken during off-times (when low demand is anticipated). In case of planned downtime

exceeding the allotted downtime or the activity resulting in some system failure /equipment failure on account of bidder then the system shall be treated as down and it shall attract penalty given in the “Total Service failure or Degradation in system performance” item of the section 9.2(ii).

42 Technical Requirement

42.1 All the technical criteria given in table below are mandatory for technical qualification.

Bids not meeting these parameters of the technical requirement shall be summarily rejected.

42.2 The documents submitted by the bidder shall be considered for finalization of the tender and the bidder's offer is liable to be rejected for non-submission of any document. However, COR reserves the right to seek clarifications from the bidders wherever considered necessary.

S.No.	Parameter	Technical Requirement
1	Technical Compliance	Detailed technical specifications for offered solution is given in Annexure-I(A) of SCC part-II. The bidder shall submit an item wise compliance for each of the technical specifications duly vetted by the respective OEMs, for the offered solutions specific to this tender. The Model and Make of the offered solutions shall be clearly specified in the compliance sheet.
2	Bill of Material(BoM)	The bidder shall furnish the complete Bill of Material (BoM) of the offered solution/s duly vetted by the respective OEMs.
3	Product Support	<p>(a)The bidder shall furnish an undertaking from OEM as per clause 8.3 above along with detailed process document to take support from OEM.</p> <p>(b) The bidder shall furnish documentary proof of backend support including availability of spares, availability of upgrades, updates and Security patches for a period of minimum 05 years from the respective OEMs of all the offered solutions components. The OEM of the offered solutions shall also be responsible for successful implementation to ensure timely, efficient and optimized systems operations. Tender specific documentary proof for</p>

S.No.	Parameter	Technical Requirement
		backend support from OEM should be attached with the bid in Performa as per Annexure-VI of SCC part-II (in case bidder is not OEM).
4	Availability of Customer Support Offices	<p>(a) The bidder should have support offices at New Delhi / NCR and Secunderabad (Telangana).</p> <p>(b) The bidder shall furnish detailed support plan as per Performa given in Annexure-V of SCC Part-II. The customer support offices should include full details such as postal address / telephone no., contact nos., escalation matrix etc.</p>

43 Bid Submission

43.1 Being single packet tender, the instructions for single bid tenders given in EGCC (Part-I) available on www.ireps.gov.in will be followed.

43.2 COR reserves the right to technically evaluate the offered solution/s before award of contract.

44 Evaluation of offers

44.1 For the purpose of relative ranking of offers, all-inclusive prices for entire schedule of requirement (SOR) of the tender shall be taken into account. The evaluation criteria shall be total value wise.

44.2 Bidders are requested to see INSTRUCTIONS TO TENDERERS for E-Tenders and COR EGCC before quoting the Tender and same will be applicable on the tender.

44.3 As part of Technical evaluation, if required the bidder along with OEMs shall make available the offered products for testing and benchmarking at COR, Chanakyapuri, New Delhi. All test equipment, measuring devices etc. shall be arranged by the supplier for the same. In case, bidder fails to bring the equipment for testing at COR or the equipment does not meet the technical requirements specified in the tender, the bid shall be technically disqualified.

45 Termination of contract

The terms and conditions for termination of contract shall be as per COR EGCC (including modifications)

46 Delivery Schedule & Liquidated Damages (LD)

- 46.1 The complete solution components shall be delivered at respective sites as mentioned at Annexure- III of SCC part-II within 8 weeks of placement of Purchase Order.
- 46.2 Supply of all solution components against Purchase Order, at the locations/sites shall be treated complete on supply of full quantity of equipment against said Purchase Order.
- 46.3 Any delay by the bidder, in Supply of solution components shall render the bidder liable to impose Liquidated Damages on total value of the Purchase Order, as per Clause No 21.0 of COR EGCC (including the modifications).
- 46.4 Set of manuals and support documents of each solution shall be made available. All the solution must be accompanied by original documentation and full set of accessories given by the OEM.

47 Inspection, Implementation and Acceptance procedure

- 47.1 Physical Inspection and preliminary testing shall be done at respective site, in the presence of representative of consignees & the supplier and will comprise of the following:
- a) Physical verification of equipment as per the Purchase Order.
 - b) Physical inspection of the equipment for any physical damage.
 - c) "Power on self-test" for all equipment to ascertain that no equipment is dead on arrival.
 - d) Physical verification of software media and documentation as per purchase order.
 - e) A preliminary test certificate as per Performa given in Annexure – C1.
- 47.2 After physical inspection & preliminary testing, the supplier shall prepare a detailed plan for Installation of equipment at data centres.

47.3 The bidder shall have tie up with the OEMs of the offered equipment and the OEMs shall also be responsible for successful implementation and system operations.

47.4 The installation of the equipment shall be done by the supplier along with support of OEMs as a planned activity on a date & time decided by COR.

47.5 OEM's engineer shall attend the pre implementation meeting at COR, Chanakyapuri, New Delhi for understanding of existing setup, discussing the technical requirements, deployment architecture and implementation plan.

47.6 Fine tuning / modifications required in configuration of the solutions as per best practices shall be suggested by the OEM.

47.7 Respective OEMs shall also provide technical support for optimization/fine-tuning of each solution based on requirements/environmental/application details shared by COR.

47.8 Final Acceptance Testing shall be done for the supplied equipment as per the ATP (Acceptance Test Procedure) given in Annexure-I(B).

- a) Installation of equipment and its integration with existing infrastructure.
- b) Demonstration of features specified in the technical specifications.
- c) The Final Acceptance Certificate as per Annexure-C2 shall be issued by the consignee only after continuous satisfactory performance of all the installed equipment for 15 days.

48 Terms and Conditions for Payment

48.1 80% of the value of items supplied (Item nos.1 to 2 of SoR) shall be paid by the COR on receipt of material by consignee in good conditions and upon furnishing the following documents:

- a) Certificate of receipt of full quantity of equipment against purchase order, in good conditions by the Consignee/ Consignee's Representative at consignee locations in terms of the Purchase Order as per Annexure-C1 (Pre-Inspection certificate).
- b) Confirmation of the validity of PBG Bond of 10% of the value of Purchase Order for a period up to 3 months beyond the contract period.

48.2 Balance 20% value of items (Item nos.1 to 2 of SoR) supplied shall be paid after successful installation & commissioning of the equipment against Purchase Order, to the satisfaction of the consignee/ Consignee's Representative and upon furnishing the following documents:

a) Final Certificate of successful commissioning of complete equipment at all sites/locations specified in Purchase Order, issued by consignee or consignee's representative as per the Annexure-C2.

b) Confirmation of the validity of PBG Bond of 10% of the value of the Purchase Order for a period up to 3 months beyond contract period.

48.3 100% of the value of Implementation and Commissioning (Item no. 3 of SoR) shall be paid by the COR after successful installation and commissioning of the equipment.

Annexure-I (B)

Acceptance Test Procedure (ATP) for equipment:

Acceptance Test Procedure (ATP) for Security Information & Event management (SIEM) Solution.

1. Physical inspection for verification of compliance to item No. A (1 to 2, 13, 15, 18) of the technical specifications.
2. Verification by conducting tests or on the basis of manufacturer's certificate for item No. A (3 to 5, 8 to 12), B (1 to 8, 11 to 13), C (1,5, 31), D(3,5,6,13 to 15), E(1 to 5), F(1,3,5 to 11), G(2 & 4) of the technical specifications.
3. Demonstration of use cases mentioned in specifications.
4. Verification of Clause 2.6, 2.7 and 2.13 of SCC part-II

Technical Requirement

S. No.	Parameter	Technical Compliance
1	Technical Compliance	Detailed technical specifications for offered solution is given in Annexure-I(A) of SCC part-II. The bidder shall submit an item wise compliance for each of the technical specifications duly vetted by the respective OEMs, for the offered solutions specific to this tender. The Model and Make of the offered solutions shall be clearly specified in the compliance sheet.
2	Bill of Material (BoM)	The bidder shall furnish the complete Bill of Material (BoM) of the offered solution/s duly vetted by the respective OEMs.
3	Product Support	(a) The bidder shall furnish an undertaking from OEM as per clause 8.3 above along with detailed process document to take support from OEM. (b) The bidder shall furnish documentary proof of backend support including availability of spares, availability of upgrades, updates and Security patches for a period of minimum 05 years from the respective OEMs of all the offered solutions components. The OEM of the offered solutions shall also be responsible for successful implementation to ensure timely, efficient and optimized systems operations. Tender specific documentary proof for backend support from OEM should be attached with the bid in Performa as per Annexure-VI of SCC part-II (in case bidder is not OEM).
4	Availability of Customer Support Offices	(a) The bidder should have support offices at New Delhi / NCR and Secunderabad (Telangana). (b) The bidder shall furnish detailed support plan as per Performa given in Annexure-V of SCC Part-II. The customer support offices should include full details such as postal address / telephone no., contact nos., escalation matrix etc.

Annexure – 01

EOI COVER LETTER
(On Organization Letter Head)

EOI NO.: RCIL/CO_EB /EOI/MKTG/IREPS/SIEM Solution2023-24/1 DATED 26.09.2023

To,
General Manager (EB),
RailTel Corporation of India Limited, Corporate office
Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023

CoR Tender Ref. No .: IREPS Tender No 01235199 Floated on: 08-08-23 on ireps.gov.in/portal

Dear Sir/Madam,

I, the undersigned, on behalf of M/s....., having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI. It is also undertaken and submitted that we are in abidance of all Clauses 4 of EOI.

I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 200 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.

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.

I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.

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.

I hereby undertake and give unconditional acceptance for compliance of all terms & conditions of CoR RFP issued vide ref no. dated on https:/..... portal, against this EOI based customer's requirement.

I hereby undertake that there will be no deviation from the Terms and Conditions of EOI and CoR 's RFP issued vide ref no. dated on https:/.....

Signature of Authorised Signatory
Seal

Name
Designation
Date
Place

Annexure - 02

Local Content Compliance
(On Organization Letter Head)

EOI NO.: RCIL/CO_EB /EOI/MKTG/IREPS/SIEM Solution2023-24/1 DATED 26.09.2023

To,
General Manager (EB),
RailTel Corporation of India Limited, Corporate office
Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023

CoR Tender Ref. No .: IREPS Tender No 01235199 Floated on: 08-08-23 on ireps.gov.in/ portal

Dear Sir/Ma'am,

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

I hereby certify that M/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
Seal

Name
Designation
Date
Place

Annexure – 03

CHECKLIST OF DOCUMENTS FOR BID SUBMISSION

EOI NO.: RCIL/CO_EB /EOI/MKTG/IREPS/SIEM Solution2023-24/1 DATED 26.09.2023

To,
General Manager (EB),
RailTel Corporation of India Limited, Corporate office
Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023

CoR Tender Ref. No .: IREPS Tender No 01235199 Floated on: 08-08-23 on ireps.gov.in/ portal

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	Integrity pact for bid value more than 15 Cr/requirement of CoR.
7	Annexure-7
8	Annexure-9 (Non submission may cause summarily rejection)
9	Any relevant document found suitable by bidder
10	MAFs as per requirement
11	Power of attorney /Board Resolution for signing authority

Note:

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

Signature of Authorised Signatory

Seal

Name

Designation

Date

Place

Annexure – 04**TO BE UPLOADED AS BOQ SHEET**
(On Organization Letter Head)**EOI NO.: RCIL/CO_EB /EOI/MKTG/IREPS/SIEM Solution2023-24/1 DATED 26.09.2023**

To,
 General Manager (EB),
 RailTel Corporation of India Limited, Corporate office
 Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023

CoR Tender Ref. No .: IREPS Tender No 01235199 Floated on: 08-08-23 on ireps.gov.in/ portal

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

Signature of Authorised Signatory
 Seal

Name
 Designation
 Date
 Place

Annexure 4A

SOR

EOI NO.: RCIL/CO_EB /EOI/MKTG/IREPS/SIEM Solution2023-24/1 DATED 26.09.2023

To,
General Manager (EB),
RailTel Corporation of India Limited, Corporate office
Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023

CoR Tender Ref. No .: IREPS Tender No 01235199 Floated on: 08-08-23 on ireps.gov.in/ portal

Calculation Sheet for Selecting L1 bidder for SOC, NOC and All-in-One Desktop Monitors					
S. No.	Item Description	Quantity	Units	GST @ 18%	Amount including Tax in Rs.
1	Cost of SOC as per Annexure A	1 Set	Nos		
2.	Cost of NOC as per Annexure A	1 Set	Nos		
3.	Cost of All-in-One Desktops as per Annexure B	30	Nos		
Total Cost INR					

Signature of Authorised Signatory
Seal

Name
Designation
Date
Place

Annexure - 05

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On Stamp Paper of ₹ One Hundred)

EOI NO.: RCIL/CO_EB /EOI/MKTG/IREPS/SIEM Solution2023-24/1 DATED 26.09.2023

To,
General Manager (EB),
RailTel Corporation of India Limited, Corporate office
Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023

CoR Tender Ref. No .: IREPS Tender No 01235199 Floated on: 08-08-23 on ireps.gov.in/ portal

1. In consideration of the RailTel Corporation of India Limited (CIN: L64202DL2000GOI107905), having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after called “RailTel”) having agreed to exempt (CIN

:) having its registered office at (hereinafter called “the said Contractor”) from the demand, under the terms and conditions of Purchase Order No. dated

..... made between RailTel and for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs (Rs. Only). We (indicate the name and address and other particulars of

the Bank) (hereinafter referred to as ‘the Bank’) at the request of contractor do hereby undertake to pay RailTel an amount not exceeding Rs. (Rs..... Only) against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.

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

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

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

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

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

Name

2. Signature With Date Name

Encl: SFMS PBG Report

Annexure-06

NON-DISCLOSURE AGREEMENT

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

By and between

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

And

_____) (CIN:____), a company duly incorporated under _____

the _____ provisions of Companies Act, having its registered office at _____

_____, (hereinafter referred to as '_____'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

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

WHEREAS, RailTel and _____, each possesses confidential and proprietary information

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

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

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

.

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

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

1. Permitted Use.

(a) Receiving Party shall:

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

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

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

(c)Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from 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 marked as proprietary or confidential when disclosed to Receiving Party; or
- (ii) oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

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

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

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

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

6. Return or Destruction of Information.

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

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

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

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

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

8. Notice.

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

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

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

specifies in writing.

RailTel Corporation of India limited:

Attn:

Address:

Phone:Email.:

Attn:

Address:

Phone:Email

9. Term, Termination and Survivability.

(a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of years from the effective date hereof.

(b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.

(c) Notwithstanding the foregoing clause 9(a) and 9 (b) , Receiving Party agrees that its obligations, shall:

- (i) In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
- (ii) not apply to any materials or information disclosed to it thereafter.

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

jurisdiction of the courts of New Delhi.

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

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

13. Settlement of Disputes:

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

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

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

15. CONFIDENTIALITY OF NEGOTIATIONS

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

16. REPRESENTATION

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

to limit or exclude any liability for fraudulent misrepresentation.

17. ASSIGNMENT

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

18. EMPLOYEES AND OTHERS

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

19. NO LICENSE

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant

the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

20. RELATIONSHIP BETWEEN PARTIES:

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

21. UNPUBLISHED PRICE SENSITIVE INFORMATION (UPSI)

_____ agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected

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

22. MISCELLANEOUS.

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

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

:	RailTel India Limited:	Corporation of
By	By	
_ Name:	_ Name:	
Title:	Title:	

Witnesses:

Annexure 07**Technical Compliance****EOI NO.: RCIL/CO EB /EOI/MKTG/IREPS/SIEM Solution2023-24/1 DATED 26.09.2023**

To,
 General Manager (EB),
 RailTel Corporation of India Limited, Corporate office
 Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023

CoR Tender Ref. No .: IREPS Tender No 01235199 Floated on: 08-08-23 on ireps.gov.in/ portal

Business Associates are requested to mention the details of compliance of technical solution proposed.

S · N o	Scope Item	Specification as per technical Document	Proposed OEM Name	MAF Provide d (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 of CoR	To be filled by Bidder	To be filled by Bidder	To be filled by Bidder
2	To be filled by Bidder	To be filled by Bidder	To be filled by Bidder	To be filled by Bidder	To be filled by Bidder

Annexure 08
Pre Bid Agreement

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

This Pre-Bid Agreement (the "**Agreement**") is made at New Delhi on this Day of

_____ (month) 2022.

BETWEEN

M/s. RailTel Corporation Of India Limited, (CIN: L64202DL2000GOI107905) a company registered under the Companies Act 1956, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi India – 110 023 and Northern Regional 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, be deemed to include its successors and permitted assigns) of the **FIRST PART.**

AND

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

RailTel and _____ shall be hereinafter individually referred to as "**Party**" and

collectively as "**Parties.**"

WHEREAS,

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

delivery platform, WiFi as a service etc. RailTel has strong capabilities in managing telecom infrastructure, MPLS network infrastructure, data centre services like IaaS (Infrastructure as a Service) and PaaS (Platform as a Service).

B) _____ (DETAILS OF SECOND PART)

C) RailTel had floated an EOI No: _____ dated _____ pursuant to the RFP floated by End Customer for “

for End Customer Organization for agreed Scope of Work” (hereinafter referred as “The said work/project/tender”), and subsequently, based on the offer submitted by M/s XXXX towards the RailTel’s EOI, M/s XXXX has been selected by RailTel as Business Associate for the said Project.

D) RailTel is in the process of participating in the tender issued by end customer, complete details of which have deliberately not been shared with XXXX and XXXX has waived its right to get the RFP document of end customer owing to confidentiality concern raised by the end customer. However, a limited scope of work on ‘need to know basis’ and as detailed in clause

1.7 below, which will be carried out by XXXX has been shared with XXXX and based on the representation of “XXXX” that “XXXX” has read the said limited Scope of Work and has understood the contents thereof and that “XXXX” has sufficient experience to execute the said limited and defined scope of work, the Parties have mutually decided to form a “Business association” wherein RailTel shall act as the “Bidder” and “XXXX” shall act as the “business associate” in terms of the said Tender and in accordance to the terms agreed hereunder;

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

basis to RailTel before final submission of the said bid to end customer. **(This is applicable**

on cases to case basis as per CoR requirement. May please read in conjunction of the current RFP.)

F) Party hereby acknowledges that RailTel has received Rs. _____ /-

(Rs. _____) from M/s XXXX as per the Terms and conditions of EOI no.

- _____ dated _____

G) The Parties are thus entering into this Agreement to record the terms and

conditions of their understanding and the matters connected therewith.

RailTel has agreed to extend all the necessary and required support to "XXXX" during the entire contract period.

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

1. SCOPE OF CO-OPERATION

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

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

2. Technical Terms – As per CoR document

3. TERM AND TERMINATION

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

4. Liability:

It is understood that the parties are entering into this pre-bid teaming agreement for requirement of submission of bid against the RFP floated by end customer for Implementation of Network Security System and Integration for end Customer

Organization. Parties acknowledge and agree that "XXXX" shall be completely liable for the successful execution of this project, in relation to its defined scope of work (as detailed in clause 1.7 above), fully complying the end customer requirements . Accordingly, it is agreed that notwithstanding anything contained in the RFP document, "XXXX" shall be liable to RailTel with regard to its obligations and liability to complete the agreed and defined scope of work as detailed in clause 1.7 above..

5. EXCLUSIVITY

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

6. PAYMENT TERMS

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

7. TAXES

Parties agrees that they will comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Indian

Income Tax Authorities, for the payments received by them for the Project under this agreement and any other taxes, cess, surcharge, etc. for their respective scope of works;

8. INDEMNIFICATION

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

- i. any breach or contravention of any of the terms, conditions, covenants of this Agreement by the Party;
- ii. Unethical business practices;
- iii. any acts or omission of the Party and/ or any of its employees, agents or contractors, and the liability for damages to property arising from or out of party operations in connection with the performance of this agreement;
- iv. any claim for taxes that might arise or be imposed due to this performance of Services hereunder;
- v. any representation or warranty or information furnished by the Party being

found to be false;

- vi. Parties failure to pay all applicable compensation to its respective personnel;
- vii. death or personal injury to any person;
- viii. destruction or damage to any property by acts or omissions of either Party, its representatives or personnel;
- ix. any violation/non-compliance by the Party with any applicable laws governmental regulations or orders;
- x. any third party liability;
- xi. improper handling or misuse of the Confidential Information of the Party(ies) by the Party

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

9. COMPLIANCES TO STATUTORY OBLIGATIONS

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

10. LEGAL STATUS

This Agreement constitutes a contractual relationship and shall relate solely to the Project and shall not extend to other activities or be construed to create a corporation, body corporate, partnership or any other form of legal entity.

11. REPRESENTATIONS AND COVENANTS

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

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

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

- 11.1.3. This Agreement constitutes its legal, valid and binding obligations, enforceable against it, in accordance with their terms under Applicable Statutory Law(s);
- 11.1.4. It has the right, authority and title to execute this Agreement;

12. SUBCONTRACTING BETWEEN PARTIES

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

13. GOVERNING LAW AND JURISDICTION

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

14. GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION

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

In the event of any dispute, difference, conflict or question arising between the parties 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.

The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or

modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

15. FORCE MAJEURE

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

No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due to a Force Majeure Event.

The Party affected by Force Majeure Event shall promptly inform the other Party in writing and shall furnish within 30 (thirty) days thereafter, sufficient proof of the occurrence and expected duration of such Force Majeure Event. The Party affected by Force Majeure Event shall also use all reasonable endeavours to mitigate the negative effects of such Force Majeure Event on such Party's ability to perform its contractual obligations. In the event of a Force Majeure Event, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavours to minimise the consequences of such Force Majeure Event.

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

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

16. INTELLECTUAL PROPERTY RIGHTS

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

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

16.3. In case of joint development, the work-share and associated ownership of intellectual property of each Party shall be mutually agreed upon

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

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

16.5. The Parties undertake and confirm that the Technology / Knowhow / Design owned by each of them and intended to be put into use for execution of various Projects pursuant to this agreement has been originally developed by each of such Parties. The Parties are entitled to all the Intellectual Property Rights in Technology / Knowhow / Design intended to be put into

use for execution of various Projects and no third-party Intellectual Property Rights have been put into use either in their original or modified form without proper authorisation of such third party. The Parties further vouchsafes that the foregoing undertaking is actuated by truth and accuracy and no misrepresentation is being put into use for inducing each other to enter into this agreement.

17. CONFIDENTIALITY

17.1. During the term of this agreement, either party may receive or have access to technical information, as well as information about product plans and strategies, promotions, customers and related non-technical business information which the disclosing party considers to be confidential ("Confidential Information as per RFP tender document"). In the event Confidential Information is to be disclosed, the Confidential Information must be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, and be designated as confidential in writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure.

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

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

- 17.3.1. Already known by the receiving party prior to disclosure;
- 17.3.2. Publicly available through no fault of the receiving party;
- 17.3.3. Rightfully received from a third party without being responsible for its confidentiality;
- 17.3.4. Disclosed by the disclosing party to a third party without being responsible for its Confidentiality on such third party;
- 17.3.5. Independently developed by the receiving party prior to or independent of the disclosure;
- 17.3.6. Disclosed under operation of law;
- 17.3.7. Disclosed by the receiving party with the disclosing party's prior written approval.

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

communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

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

18. NOTICES

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

To RailTel Corporation Of India Limited

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

Address: 6th Floor, 3rd Block, Delhi IT Park, New Delhi - 110053 Tel No.:

Email: +91-11-22185933/22185934
ednr@RailTelindia.com

To XXXX

To: XXXX

Kind Attn: _____ Address: _____

Mob. No.: _____ Email: _____

19. AMENDMENT

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

20. PRIOR UNDERSTANDING

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

21. GENERAL

21.1. Binding Effect:

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

21.2. Counterparts:

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

21.3. Non-Partnership:

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

21.3.2. Nothing in this Agreement shall be deemed to constitute a partnership

or joint venture between the Parties or otherwise entitle either Party to have an authority to bind the other Party for any purpose.

21.4. Severability:

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

21.5. Waiver:

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

21.6. Time is of essence:

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

22. Miscellaneous

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

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

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

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

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

Furthermore, Parties shall not compete with or cause detriment to the business prospects of each other by making use of confidential information, whether in its

embodied or disembodied form, shared pursuant to this agreement.

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

For RailTel Corporation Of India Limited
Authorised Signatory
Signatory

For XXXX
Authorised

Name:
Designation:

Name:
Designation:

In Presence of witness:
Signature:
Name:
Address:

Signature:
Name:
Address

Annexure 09

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.

DEPONENT
SEAL AND SIGNATURE OF THE BA VERIFICATION

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

DEPONENT
SEAL AND SIGNATURE OF THE BA

Place:
Dated:

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

Annexure 10
EMD BANK GUARANTEE FORMAT

EOI NO.: RCIL/CO_EB/EOI/MKTG/IREPS/SIEM Solution/
2023-24/1 DATED 26.09.2023

To,

General Manager (EB),
RailTel Corporation of India Limited, Corporate office
Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023

CoR Tender Ref. No .: IREPS Tender No 01235199 Floated on: 08-08-23 on ireps.gov.in/ portal

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 PRE-BID TEAMING 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 Corporation of 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 _____ 20_____ of

_____. THE

CONDITIONS of this obligation are:

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

or

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

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

- or
- b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;
- or
- 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, without the 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, specifying the 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 extended by 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.

Annexure-11

Annexure -VI

The Bidder shall enclose Backend Support Certificate from OEM on Company letterhead in the following format.

Dated: _____

To,

GM/Procurement, COR, Chanakyapuri, New Delhi – 110021.

Tender Reference: _____

Dear Sir,

We, _____ who are established and reputable manufacturers of _____

(name and description of goods) do hereby authorize M/s _____

as our authorized Business partner. We will provide the backend support including

software upgrades and ensure availability of spares for a period of 05 years. We will also

be responsible for successful implementation of the offered products to ensure timely, efficient

and optimized systems operations.

We shall be providing our service supports to M/s _____ from all our service

centres located at remote site across India. We assure you that in the event M/s _____ is

not being able to fulfil it's obligations as service provider of our products we would continue to meet the comprehensive warranty support terms of this tender through alternate available arrangements.

Yours faithfully

(OEM, Signature, Name, designation, Contact information)

Note: This letter of authority should be on the letterhead of the manufacture and should be signed by a person competent and having the power of attorney to legally bind the manufacturer / service provider.

Schedule of Requirement

Schedule of Requirement (SoR)		
S.No.	Item Description	Qty. (in Nos.)
1	SIEM Solution (1:1 HA Mode) with 100000 EPS at COR HQ New Delhi	1
2	SIEM Solution (1:1 HA Mode) with 50000 EPS at COR HQ New Delhi	1
3	Implementation & Configuration charges	1

Annexure-I(A)

Technical Specifications

SIEM solution (1:1 HA mode) for 100000 EPS and SIEM solution (1:1 HA mode) for 50000 EPS	
S.No.	Technical Specifications
A	Architecture Requirements
1	The SIEM manager console shall be at a central site (at COR, New Delhi) and shall be incomplete high availability mode. Similarly, the SIEM manager console shall be in COR, Secunderabad and shall be in complete high availability mode.
2	The SIEM solution at COR, New Delhi, will have collectors in high availability mode. Similarly, the SIEM solution at COR, Secunderabad will also have collectors in high availability mode.
3	The SIEM solution at COR, New Delhi shall be sized for 100,000 sustained EPS (including 13000 Flows per second) at all layers, i.e. log collection, correlation and management respectively, and shall be scalable to handle 150,000 peak EPS (including 19500 Flows per second) at all layers without any hardware upgrade. In case of burst/spike SIEM solution should not drop or queue logs upto 1,50,000 EPS from day one. Moreover there should not be any limitation on the number of log sources integrated with the solution.

4	The SIEM solution at COR, Secunderabad shall be sized for 50,000 sustained EPS(including 6500 Flows per second) at all layers, i.e. log collection, correlation and management respectively, and shall be scalable to handle 75,000 peak EPS (including 9750Flows per second) without any hardware upgrade. In case of burst/spike SIEM solution should not drop or queue logs upto 75,000 EPS from day one. Moreover there should not be any limitation on the number of log sources integrated with the solution.
5	At COR, New Delhi, the SIEM solution must provide a scalable, robust architecture that cansupport more than 150,000 EPS without performance degradation or additional cost. Similarly, the SIEM solution at COR, Secunderabad, shall provide a scalable, robustarchitecture capable of supporting more than 75,000 EPS without performance degradation or additional cost.
6	The SIEM solution shall act as a common database/data lake for correlation and threathunting.
7	Using a unified console, the SIEM solution should support centralised management,monitoring, tracking, and threat hunting for multiple tenants.
8	The SIEM solution should be able to integrate with both on-premises and cloud-baseddevices.
9	The SIEM solution should be scalable in order to support a multi-tier architecture.
10	The SIEM solution shall have an easy-to use User Interface.
11	The SIEM solution shall have a web-based GUI for management, analysis and reporting.
12	The SIEM solution shall be provided with complete failover mode.
13	The supplied hardware should have dual power supplies.
14	The SIEM solution shall include all optional modules that are available from the vendorthat directly relate to SIEM capabilities as part of the proposed SIEM solution.
15	The SIEM solution shall be preferably on an appliance-based platform. In the case of a software platform, the bidder shall factor in hardware, OS, database, storage and any other licence to support the SIEM solution, including scalability, with no additional cost tobe borne by the customer. At any time during the currency of contract, the hardware upgradation is required to meetthe requirement, the bidder has to upgrade the hardware as required without any additional cost.
16	The SIEM platform shall have a clear physical or logical separation of the collection engine,the logging engine and the co-relation engine if applicable to the proposed vendor. In the event of a hybrid system, the vendor and bidder must ensure that the proposed architecture is capable of meeting the EPS requirements of the COR without compromisingthe performance of the SIEM platform, i.e. collection, logging, and correlation capabilities.

17	The bidder should provide appropriate vendor documents for the proposed hardware which clearly state the maximum EPS or Flows capacity of the proposed collection and processing hardware.
18	The SIEM solution should support high availability across all system components, such as log collection, log correlation, management console, and so on.
19	The SIEM solution shall be on- premises only.
20	The proposed solution shall provide a test/development licence as part of the solution. It should also include an in-built or integrable tool for creating a test bed environment that can be used to simulate attacks on test use cases and train analysts.
B Administration	
1	The SIEM solution must include a web-based reporting console for monitoring and managing the SIEM solution and the devices that send logs to it.
2	The SIEM solution shall provide central management of all components and administrative functions from a single management console. All components of the SIEM solution shall be managed centrally via a single graphical user interface.
3	The SIEM solution shall support a web-based GUI for management, analysis and reporting. The SIEM solution shall not require any plug-ins, Java, Flash, or thick-client software to function.
4	The SIEM solution shall facilitate authentication through RADIUS/Microsoft AD.
5	The SIEM solution should be able to integrate with two-factor authentication.
6	The SIEM solution should be able to integrate with SMS and email gateways in order to provide automatic notification/alert to concerned teams/persons via SMS and email.
7	The SIEM solution should support and maintain a history of user authentication activity.
8	The SIEM solution should have a role-based access control mechanism and handle the entire security incident lifecycle.
9	The SIEM solution must be able to send alerts to other SIEM solutions via multiple protocols and mechanisms, such as SMTP, syslog etc.
10	The SIEM solution shall provide a mechanism to consume asset classification data to enrich the event log collected by SIEM and better prioritise the alerts and incidents.
11	The SIEM solution shall support NTP (Network Time Protocol) or SNTP (Simple Network Time Protocol) for date & time synchronisation from NTP Server.
12	The SIEM solution shall support GUI-based customization of out-of-the-box parsers as well as the creation of new parsers for assets that are not natively supported.
13	The SIEM solution shall provide a simple, fully automated approach for detecting the threats that matter in real-time.

	i. It shall use a highly skilled combination of behavioural analysis, artificial intelligence/machine learning and dynamic threat intelligence to provide rich visibility and comprehensive threat detection in real-time.
	ii. It shall support distinguishing and best in class features of Automation, and provide support for :
	a. Easy Installation and integration
	b. Out-of-box SIEM solution which starts working within seconds of installation
	c. Easy to understand Single Line Alerts
	d. Automated Dashboards and Reports
	iii. It shall support highly advanced Adaptive Visibility, and provide support for:
	a. Advanced behavioural and machine learning technologies
	b. Delivers customers full visibility of both internal and external threats
	iv. It shall offer Multi-Layer Effective Detection:
	a. Detection of known as well as never-before-seen threats through correlation and contextual machine learning
	b. At the earliest phase of the attack chain
	c. Shows the threats that matter - which need immediate action
	d. Indicate all compromised sources and threat targets
C Log/Data Collection & Management	
1	The SIEM solution shall store both raw logs and normalised logs.
2	The SIEM solution must support log collection directly from data sources as well as central log management SIEM solutions.
3	The SIEM solution shall support historical correlation, and analyse historical data using a new correlation rule as well as perform trend analysis on collected data.
4	The SIEM Platform shall be scalable for data retention needs.
5	The SIEM solution shall be able to define purging and retention rules for log storage.
6	The SIEM shall have storage capacity for log retention of at least 03 months for online data (raw + normalized) and 09 months for offline data (raw + normalized). Bidders shall perform storage calculations based on an average single event size of 550 bytes.
7	Online data shall be available with fast search, and offline data shall be available with normal search (with or without restoration).
8	The SIEM solution shall be able to integrate (collection and parsing) with the widest range of devices from various vendors.
9	The SIEM solution shall provide a single interface/console for accessing both log and flow data.

10	The SIEM solution shall be able to consume logs from any log source without writing parser before hand or while integration. Parsers shall be built once the log is ingested.
11	The SIEM solution shall provide a data aggregation technique to summarize and reduce thenumber of events stored in the master repository.
12	The SIEM solution shall support auto discovery of assets and make them available in anasset database within the system.
13	The network assets often change IP addresses. The SIEM solution shall maintain the assetdatabase correctly with the new assigned IP address even when the IP address changes.
14	The SIEM solution shall support automated classification of assets.
15	The SIEM solution shall support industry log collection methods like Syslog, WMI, JDBC, SNMP, Opsec etc. The SIEM solution shall be able to read and interpret events from morethan 350 different types of log sources.
16	The bidder will be responsible for the development of parsers for unsupported log formatswithout additional cost.
17	If any new data source is added during the contract period, the bidder shall provide parsers for data ingestion in a maximum of 15 business days from the date of intimation ofthe same, without dependency on the bidder.
18	The SIEM solution shall integrate and support data (users, groups, etc.) gathered fromthird-party directory systems (AD, LDAP, and so on).
19	The SIEM solution shall be able to collect and store raw logs from any IP device, such as networking devices, security devices, or operating systems, to its log database in real-time,as well as collect and parse logs from any customised and proprietary applications. These devices/software include desktops, servers, routers, switches, firewalls, IPS, IPSec VPN gateways, Antivirus, SIEM solution, Web Gateway, Email Gateway, HIPS, DLP, VA, NAFT , Oracle, SQL , Sybase databases, Windows Server 2008, Windows Server 2012,Windows Server 2016,Windows Server 2019 ,Windows Server 2022,Solaris, Linux, HPUNIX, IBM AIX, Oracle, Sybase,DB2, SQL Server, VMware ESX Servers etc.
20	The SIEM shall support Connector Development tool/SDK /API availability for developing collection mechanism for home-grown or any other unsupported devices/applications. Therespective tool shall be provided.
21	The SIEM solution shall be able to capture all details of raw logs, events and alerts andnormalize them into a standard format for easy comprehension.
22	The raw logs shall be time compressed (50% or more) and encrypted / tamperproof andeven the SIEM administrator shall not be able to modify the logs.
23	The SIEM solution shall be able to analyse logs with various event formats e.g. well-structured logs, multi-line logs etc.
24	The SIEM solution shall allow for custom-defined tagging of events.
25	The SIEM solution shall not require additional licence for deployment of additional nodesfor the purpose of collection & processing & HA licence for these nodes.

26	The SIEM solution shall supports protocols like syslog, JDBC, API, WMI, SFTP, FTP, SCP,SNMP, MQ etc. on single software/hardware appliance.
27	The SIEM solution shall not require a separate RDBMS for log collection, web server or anytype of application software for its installation.
28	The SIEM solution shall be able to continue to collect logs during backup and othermanagement scenarios.
29	The SIEM solution shall have Log filtering feature for forwarding logs from collection andlog management to correlation layer.
30	There shall be an option for attaching storage (SAN,NAS etc.) for exporting data older than3 months.
31	The SIEM solution shall be capable of collecting S-Flow , J-Flow, NetFlow data etc. and havethe ability to correlate all the field present in a flow data.
32	The SIEM solution must be able to build indexing of unstructured data or store data in it's original format.
33	The SIEM solution shall have log filtering features for forwarding raw and normalized logsto other devices for individual data sources.
D	Correlation and Analytics
1	The SIEM solution shall provide analytics on the data that is being collected and enriched.
2	The SIEM solution shall be able to detect abnormal behaviour compared to past behaviour.
3	The SIEM solution shall allow the SOC Analyst/Administrator to define custom use casesusing the analytics technique out of the box.
4	The SIEM solution shall have advanced analytical capabilities to address advancedpersistent threats, fraudulent activities and insider threats.
5	The SIEM solution shall detect unusual spike in number of events and volume/amount of data from established baselines in a particular time window for the user or across all users.
6	The SIEM solution shall include ready-to-use rules for alerting on threats such as failed login attempts, account changes and expirations, port scans, suspicious file names, defaultusernames and passwords, high bandwidth usage by IP, privilege escalation, configurationchanges, traffic to non-standard ports, URL blocking, accounts deleted and disabled, intrusions detected, and so on.
7	The SIEM solution shall be able to provide out of the box use cases by modelling / mappingthreats to the MITRE ATT&CK framework.
8	The SIEM solution shall map the alerts/IOCs as per the MITRE ATT&CK Framework byinheriting the tactics and techniques associated with the cyber kill chain.
9	The SIEM solution shall detect algorithmically generated domains.

10	The SIEM solution shall detect beaconing or robotic behaviour.
11	The SIEM solution shall be able to assign any arbitrary risk score to any data point or fields, example, user name, host name, location etc.
12	The SIEM solution shall provide the ability to normalize and aggregate event fields that are not represented by the out-of-the-box normalized fields.
13	The SIEM solution shall provide near-real-time detection of threats.
14	The SIEM solution shall provide more advanced event drill down when required.
15	The SIEM solution shall provide a near real-time streaming view that supports full filtering capabilities.
16	The SIEM solution shall be horizontally scalable to support increase in EPS and shall have global correlation capability on raw or metadata/normalized events (i.e. correlation of events if processed on multiple hardware/appliances).
17	The SIEM solution shall support the ability to correlate against third party security data feeds (for example, geographic mapping, known botnet channels, known hostile networks, etc.). These third-party data feeds shall be updated automatically by the SIEM solution.
18	The SIEM solution shall support correlation for a missing sequence. Example service stopped not followed by the service restarting within 10 minutes.
19	The SIEM solution shall support correlation for additive values over time. For example, an alert is generated when any source IP sends more than 1GB of data to a single port on a single destination IP in a one-hour period of time.
20	The SIEM solution shall monitor and alert when there is a disruption in log collection from a device. In other words, if logs are not seen from a server in X minutes, then generate an alert.
21	The SIEM solution shall support the ability to take action upon receiving an alert. For example, the SIEM solution shall support the ability to initiate a script or send an email or SMS.
22	When a new service or asset appears on the network where it should not or is not planned, the SIEM solution should generate and alert.
23	The SIEM solution shall chain alerts into one single incident record, so when different rules are triggered and these activities are related to one single offense, then these triggers will generate only one incident record to avoid overloading the security operation team.
24	SIEM shall monitor data uploaded by each asset to the remote network and alerts on abnormal behaviour.
25	SIEM shall monitor data that is downloaded for each asset and then alerts on abnormal behaviour.

26	<p>The SIEM shall reduce false positives as much as possible and generate intelligent alerts. It shall suppress alerts for specific events like:</p> <p>(1) The number of duplicate alerts received within a given time frame.</p> <p>(2) Suppression/aggregation based on a specified time interval.</p> <p>(3) Suppression/aggregation based on variables such as the IP address of the device</p> <p>(4) Suppression/aggregation based on alert type.</p>
E Machine Learning	
1	The SIEM solution shall use machine learning algorithms to analyse the data for activity deviating from normal behavior.
2	The SIEM solution shall have threat detection techniques and models to reduce anomalies to a small number of threats. A single violation might not represent a legitimate threat in our environment. Over time, however, a series of violations can tell a story about a single threat that must be investigated. Threat detection models shall combine anomalies to provide an end-to-end story about a high-severity threat.
3	SIEM shall aggregate user activity to track a user's general activity by time and create a model for the predicted weekly behaviour patterns. This helps in detecting an abnormal increase in user activity.
4	SIEM shall track a user's authentication-related activity and create a learned behavioural model. This must help in detecting an abnormal increase in authentication activity.
5	Risk posture tracks a user's risky activity and deviation from normal risk posture.
F Monitoring & Reporting	
1	The SIEM solution shall be able to provide the capability to fully customise alerts, reports and dashboards for the business requirements.
2	The SIEM solution shall provide an integrated SOC dashboard and incident analysis system that can provide a single view into all the analysis performed across all the different data sources.
3	The SIEM solution shall be able to provide risk scores for all assets so that security analysts can have a unified view and a better risk profile for each asset.

4	<p>The SIEM solution shall include at the very least the following out-of-the-box use cases for Cloud Security Monitoring:</p> <ul style="list-style-type: none"> -shall have out of the box rules, dashboards, and reports for MITRE ATTACK Cloud Matrix tactics, techniques, and sub-techniques. - Monitor cloud compute instances for activities related to cryptojacking/crypto mining. -Monitor potentially malicious behaviour, for example, new instances that originate from previously unseen regions, users who launch abnormally high numbers of instances, or compute instances started by previously unseen users, etc. -SIEM solution shall also provide several dashboards out of the box to give views on performance, health, configuration, and security of the cloud environment. It shall also have a topology view, which shall provide a dynamic map of cloud resources and their relationships etc.
5	The SIEM solution shall provide pre-defined report templates. The SIEM solution shall include compliance reports for standards such as PCI- DSS, ISO, SANS Critical Controls etc.
6	The SIEM solution shall support the capability to provide historical trend reports.
7	The SIEM solution shall be able to retrieve from any threat feeds without restriction.
8	The SIEM solution shall be able to retrieve threats from SIEM in various ASCII/UTF-8 file formats like text, csv, xml and PDF etc.
9	SIEM Solution shall support STIX & TAXII for collection of threat information exchange.
10	The SIEM solution shall support the addition of generic intelligence feeds (IP addresses, URLs, etc.) with the ability to define custom fields.
11	The SIEM solution shall support the automated distribution of reports.
G Incident handling	
1	The SIEM solution shall have Incident review framework to facilitate incident tracking, investigation, pivoting and closure.
2	The SIEM solution shall allow the automatic creation of incidents in the SIEM tool when a particular alert is fired.
3	The SIEM solution should have an incident review framework for incident management.
4	The SIEM solution shall enable the tracking of incidents from the correlation rule to the event's investigation and closure.
5	The SIEM solution should be able to provide the capability to build a chronological timeline for the incident before and after a triggered event.
6	The SIEM solution shall boost productivity by highlighting only incidents with a high risk impact and a high level of confidence.
7	The SIEM solution shall be able to provide a built-in facility to centralise incident analysis into a single dashboard.

8	The SIEM solution shall be able to search and review responses and their outcomes, as well as manage domain-specific workflow actions.
9	The SIEM solution shall have integration with major commercially available tools "out of the box" for triggering actions without dependency on the SOAR solution.
p -	Sample Use Cases
1	Compromised and infected-system identification: Alert for significant variations in network traffic and/or HIPS/Antivirus logs for the system which might be infected with malware.
2	Expected Host/Log Source Not Reporting : Log sources provide feeds to the SIEM solution. Logs are also collected using a SIEM agent on the device, which does not support the sending of logs on its own. An attacker, after gaining control over a compromised machine/account, tends to stop all such agent services, so that their unauthorised and illegitimate behaviour goes unnoticed. An alert will be generated for such incidents if a host stops forwarding logs.
3	Unexpected Events per Second (EPS) from Log Sources: An abnormal traffic pattern is detected from a log source, which is a deviation from the base line. This affects the SIEM performance of real-time searches configured, the storage capacity of the underlying index for storing logs, etc. SIEM shall be able to generate alerts for such incidents.
4	Misuse of VPN services : a. Same VPN user accessing/ logged in from two different locations (based on IP address) at the same time. b. VPN access is allotted to the organisation being accessed from another city. SIEM should be configured to generate an alarm in such situations.
5	Generating an alert for vulnerable systems (un-patched servers/network devices) and also for systems on which there is an attempt to exploit such a vulnerability : Vulnerability Manager shall be integrated with the SIEM. SIEM shall generate an alert for all servers and devices that have critical/high/medium level vulnerabilities/weaknesses. An alert should be generated for all such vulnerabilities and incidents.
6	Alerts based on Geo-location of source users: Use the geo-location information of the source IP address and correlate based on the given information. Forexample, Websites hosted in COR RIDC are mostly accessed by users in India. If a high volume of traffic (beyond a certain threshold) is observed from outside India. The SIEM solution shall generate an alert.
7	Alerts based on black/grey listed IP address access : As SIEM maintains an IP reputation database, SIEM solution shall raise alert if globally grey/black listed IP addresses access our critical infrastructure.
8	Anomaly threat detection : Create dynamic baseline data from the logs/information received over a period of time and generate alerts if an anomaly is detected w.r.t traffic pattern or traffic types.

9	Addressing Zero Day attacks: Based on traffic patterns or behavior, the SIEM solution should be able to detect any known or unknown threats. To obtain the most recent updates, SIEM will automatically update itself from GTI in real time.
10	Multidevice co-relation: The solution must support multi-device and multi-event correlation. The solution should co-relate and generate alerts if any intrusion attempt or security breach is happening across all DCs.
11	Phishing attacks: The SIEM shall be capable of generating alerts for systems that click on phishing links in emails reported by web gateways/email gateways/HIPS/Antivirus logs.
12	Device stops responding suddenly: It is seen that many a time, critical devices like firewalls, IPS and web servers stop responding suddenly & the reason is not immediately known. Sometimes devices/servers are up but the service/application is not working. SIEM should raise an alert. SMS and e-mail will be sent to the server administrator.
13	Root password has been modified on a Critical Server: Alert shall be generated on SIEM console. SMS and e-mail will be sent to the server administrator.
14	Critical Server Reboot or shutdown: Alert shall be generated on SIEM console. SMS and e-mail will be sent to the server administrator.
15	User Group deleted on Critical Server: Alert shall be generated on SIEM console. SMS and E-mail will be sent to server administrator
16	Root level user have been deleted on Critical Server: Alert shall be generated on SIEM console. SMS and e-mail will be sent to the server administrator.
17	User added and deleted within 2 hours on Critical Server: Alert shall be generated on SIEM console. SMS and e-mail will be sent to the server administrator.
18	User added to admin group and/or syslog is disabled : The user was added to the listed groups, and the same user stopped the server's syslog or rsyslog services. The server does not generate events for stopping the syslog service, but events are generated for stopping kernel processes. This event can be used to trigger SIEM rules and generate an alert.
19	Account Lockouts of one or more Users: An alert should be generated for account lockouts reported for a single or multiple users within a time window of 10 minutes. The time window is configurable.
20	User added to admin group and iptables is restarted: Should alert when a user is added to one of specified groups and then the same user restarts IPtables on the same device.
21	Critical Services started/ stopped on servers: Service being disrupted on the server (such as Oracle listener on DB).
22	Cron Job failure on critical server: Generate Alert in case of failure of any scheduled/ cronjob.

23	Privilege escalation of users: Alert when a normal user on a server is escalated to privilege level access.
24	Multiple computers infected with the same virus within 1, 2, or 4 hours: Alert shall be generated on SIEM console.
25	Antivirus Live update failed on antivirus management server: Alert shall be generated on SIEM console.
26	Backdoor access or privilege escalation : In order to gain access to compromised hosts, attackers try to create local users with admin rights. Alert shall be generated on SIEM console.
27	Password Sharing on servers and devices: Password sharing is a major insider threat and can be used for the purpose of concealing identity and policy violations. Login from the same user ID at multiple locations (multiple IP addresses). Any exception should be whitelisted to reduce false positives.
28	Access to database using default username/ password: Access to critical devices such as firewalls, intrusion detection systems, servers, and databases using the default username and password shall generate an alert on the SIEM dashboard.
29	Changes in tables and records in critical database server : An alert shall be generated on the SIEM console based on the time of change, users' privilege level, amount of change, etc.
30	Suspicious Botnet activity detected by IPS: Alert shall be generated on SIEM console.
31	Increasing traffic detected from Blacklist IP address: Alert shall be generated on SIEM console.
32	Firewall link Up & Down detected: Alert shall be generated on SIEM console.
33	Successful denial of service attack detected on Firewall: Alert shall be generated on SIEM console. SMS and E-mail shall be sent to administrator.
34	Abnormally high number of websites accessed by any internal user: Alert shall be generated on SIEM console.
35	Abnormally high number of sessions/connections on COR websites by external user: Alert shall be generated on SIEM console.
36	No Internet access / Internet connectivity down: Alert shall be generated on SIEM console.
37	Huge volume of data transferred by any source / host: Alert shall be generated on SIEM console.
38	Deviation based SIEM Alerts (as bandwidth deviation): A baseline of normal traffic behaviour shall be generated and an alert shall be generated on deviation from the baseline.
39	Device health parameter alerts (like CPU utilization, memory utilization): If CPU utilization or memory utilizations of a device goes beyond the defined threshold, then an alert should be generated.

40	Application based DOS Attack detection using Multi event correlation: If an application DDOS attack is detected on security perimeter devices and after a while the CPU utilization of the server goes high, then an alert should be generated.
41	Volumetric based DOS Attack detection using Multi event correlation: If a volumetric DDOS attack is detected on security perimeter devices and after a while CPU utilization of gateway devices goes high then an alert should be generated.
42	Antivirus monitoring: Malware is a common entry point for host compromise. SIEM can look at antivirus deployments broadly, reporting on events like protection disabled, antivirus removed, or the status of threat updates.
43	Backdoors, Rootkits and Botnets: Detecting network traffic to command and control centres and identifying infected systems transmitting data to unauthorised parties.
44	Lateral Movement: Insiders conducting an attack may attempt to switch accounts, machines, and IP addresses on their way to a lucrative target. SIEM can detect lateral movement by correlating data from multiple IT systems.
45	Device health threshold breach alert: When a server/network device/security device has a high CPU and memory utilization, SIEM should be able to generate alerts.
46	Virus infection detected after visit to a malicious website: An user PC visits a malicious website, and after that, a virus is detected by the antivirus on that machine.
47	A file got installed in PC after the website has visited by user: An user PC visits a malicious website. After that, an exe file gets installed on the PC.
48	Excessive Firewall Denies from Single Source: Reports a high number of firewall denies from a single host. Detects more than 400 firewall deny attempts from a single source to a single destination within 5 minutes.
49	Long Duration Flow Involving a Remote Host: Reports a traffic flow for communicating to or from the Internet with a sustained duration of more than 48 hours. This is not typical behaviour for most applications. We recommend that you investigate the host for potential malware infections.
50	Systems using many different ports: In one hour, a local system attempts to communicate with the internet on more than 50 destination ports.
51	Multiple Login Failures from the Same Source: Reports authentication failures from the same source IP address more than three times, across more than three destination IP addresses within 10 minutes.
52	Multiple Login Failures to the Same Destination: Reports authentication failures on the same destination IP address more than ten times, from more than 10 source IP addresses within 10 minutes.
53	Zero day attack : An unusual spike in traffic is identified as a potential intrusion; no signatures are involved in the process, so it is more likely to detect new attacks for which signatures are yet to be developed.

54	Brute Force Attack : Check for attempts to gain access to a system by using multiple accounts with multiple passwords.
55	Privileged user abuse: Monitor misuse of access by privileged users, such as admin or root access, to perform malicious activities.
56	SMB traffic spike: An advanced threat detection technique to detect spikes in the number of Server Message Block (SMB) messages.
57	DNS query length outliers: This use case should allow to identify DNS requests that are unusually large for the record type being requested.
58	Unusually long command line: Command lines that are extremely long may be indicative of malicious activity on the hosts. This rule identifies command lines with lengths that are unusual for a given user.
59	Watering Hole Attack: The detection of multiple users trying to download an executable from a single URL/Domain.
60	Detection of Data exfiltration: Profiles the users' data uploads for 7 days and detects outliers. SIEM should use behavioural analysis to combine and analyse seemingly unrelated events, such as insertion of USB thumb drives, use of personal email services, unauthorised cloud storage, or excessive printing.
61	Scanning / Probing of critical network systems: SIEM will generate an alert for scanning probing of a network or servers by any IP address.
62	Horizontal Scanning: SIEM shall detect the scanning of a range of IP addresses on a single port and shall generate an alert.
63	Vertical scanning: SIEM shall detect the scanning of a single IP address for multiple ports and generate alerts.
64	Intrusion into a website and unauthorised changes: SIEM should be able to detect and generate alerts on intrusions into websites like inserting malicious code, links to external websites, etc.
65	Detecting Power Shell attacks: SIEM should be able to detect and generate alerts on power shell attacks on a computer system.
66	Detecting Unauthorized access to shared folder: SIEM should be able to detect and generate alerts by monitoring the authentication of shared folders.
67	Detection of Rapid encryption : SIEMs should detect the encryption of large volumes of data. This might indicate a ransomware attack, which often originates from compromise insiders.
68	Network Devices behaviour deviation : Monitoring traffic over time and detecting unusual spikes, non-trusted communication sources, insecure protocols, and other signs of malicious behaviour.
69	Servers behaviour deviation : Creating a trusted baseline of server activity, detecting deviations from this baseline, and alerting security staff.

Annexure-I (B)

Acceptance Test Procedure (ATP) for equipment:

Acceptance Test Procedure (ATP) for Security Information & Event management (SIEM) Solution.

- Physical inspection for verification of compliance to item No. A (1 to 2, 13,15, 18) of the technical specifications.
- Verification by conducting tests or on the basis of manufacturer's certificate for item No. A (3 to 5, 8 to 12), B (1 to 8, 11 to 13), C (1,5, 31),D(3,5,6,13 to 15), E(1 to 5), F(1,3,5 to 11), G(2 & 4) of the technical specifications.
- Demonstration of use cases mentioned in specifications.
- Verification of Clause 2.6, 2.7 and 2.13 of SCC part-II

Annexure
-VI

The Bidder shall enclose Backend Support Certificate from OEMon Company letterhead in the following format.

Dated: _____

To,

GM/Procurement,
COR,
Chanakyapuri,
New Delhi –
110021.

Tender Reference: _____ Dear Sir,

We, _____ who are established and reputable manufacturers of _ (name and description of goods) do hereby authorize M/s _____ as our authorized Business partner. We will provide the backend support including software upgrades and ensure availability of spares for a period of 05 years. We will also be responsible for successful implementation of the offered products to ensure timely, efficient and optimized systems operations.

We shall be providing our service supports to M/s _____ fr
_____ small our service centres located at remote site across India. We assure you that in the event M/s _____ is not being able to fulfil it's obligations as service provider of our products we would continue to meet the comprehensive warranty support terms of this tender through alternate available arrangements.

Yours faithfully

(OEM, Signature, Name, designation, Contact information)

Note: This letter of authority should be on the letterhead of the manufacture and should be signed by a person competent and having the power of attorney to legally bind the manufacturer / service provider.