



RailTel Corporation of India Ltd

(A Mini Ratna PSU under Ministry of Railways)

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI No.: RCIL/SR/SBC/UTM/2023-24/01 dt.28-10-2023

For Procurement of Firewall (UTM)

RAILTEL CORPORATION OF INDIA LIMITED

No-6/1, 12th Main,
Opp-Mount Carmel College,
Vasanthnagar, Bangalore 560 052
<https://www.railtelindia.com>

RAILTEL CORPORATION OF INDIA LIMITED

(A Mini Ratna PSU under Ministry of Railways)
No-6/1, 12th Main, Opp-Mount Carmel College,
Vasanthnagar, Bangalore 560052

Notice Inviting Tender

EOI Notice No: RCIL/SR/SBC/UTM/2023-24/01 dt.28-10-2023

RailTel Corporation of India Ltd., (hereinafter after referred to as “RailTel”) invites EOIs from RailTel’s Empanelled Business Associates (BA) Business Partner (BP)/ IT-ICT Business Partners only for the selection suitable partner for “Supply, Install and Configuration of 4 numbers (2 numbers at DC site in HA mode and 2 numbers. at DR site in HA mode) of Fortigate 201F Unified Threat Management (UTM) with all modules along with 5 years of 24*7 support from the date of successful implementation of UTM’s to the satisfaction of Department of Treasuries, Govt of Karnataka.

The EOI schedule and other details are as under:

1	Availability of EOI through Website	From 13:00 Hrs. of 28-10-2023
2	Bid Submission Start Date	From 13:00 Hrs. of 28-10-2023
3	Last date for submission of Techno-Commercial offer	02-11-2023 before 11:00 Hrs to the mail id: rcilsbc@railtelindia.com
4	Opening of Bidder’s Techno-Commercial offer	11:30 Hrs of 02-11-2023
5	Last date for submission of Financial offer	02-11-2023 before 15:00 Hrs to the mail id: rcilsbc@railtelindia.com
6	Opening of Financial Bid	15:30 Hrs of 02-11-2023
7	Earnest Money deposit.	Rs.1,61,000/-
8	Performance Bank Guarantee	5% of the LoA

All the terms & conditions of DoT, GoK including Scope of work, GTC, Payments, SLA & Penalties, warranty etc., are applicable on back-back basis with the successful partner. DoT-GoK tender document has been placed at P/N:14-48 as part of this tender document. All the documents must be submitted with proper indexing with page numbers & signed.

For any clarification following designated officials may be contacted:

1st Level

S.Krishnamurthy
Dy.General Manager /Mktg-Tech
Email: krish@railtelindia.com
Contact: 9008095410

2nd Level

K.Kumar
Addl.General Manager/Bangalore
Email: kumar@railtelindia.com
Contact: 9717644416.

The EOI is uploaded in the RailTel’s website www.railtelindia.com. The bidders are requested to go check RailTel Website from time to time for any Amendments/Corrigendum.

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1. Introduction about RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Mini Ratna Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999.

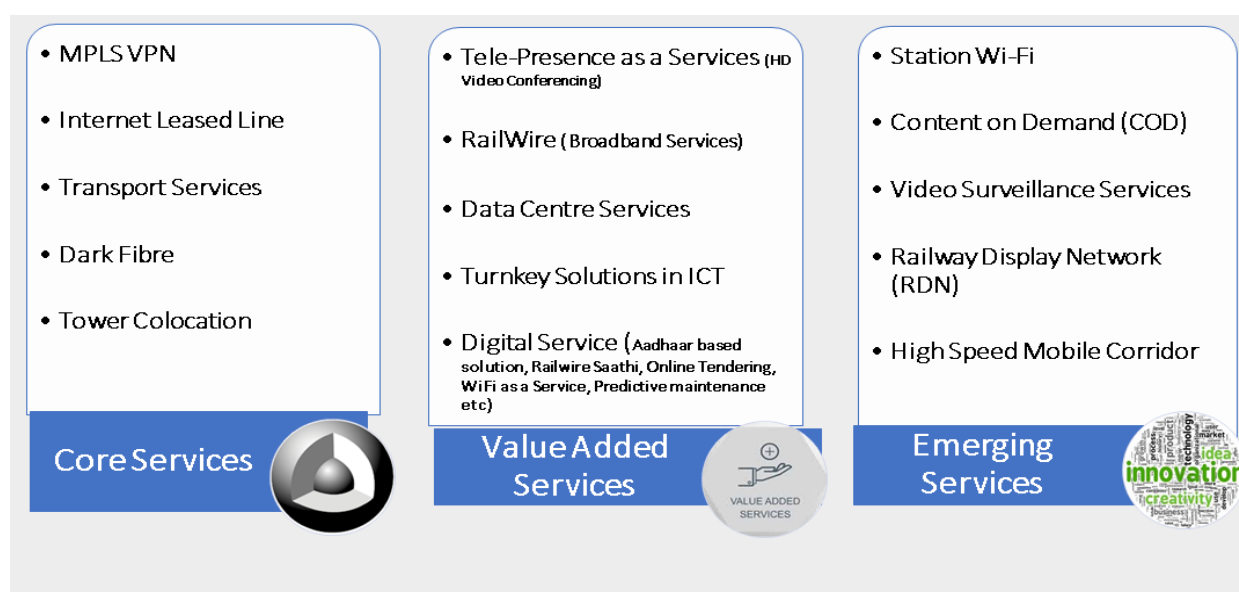
RailTel has approximately 60000 Kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High-Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

a) Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long-Distance Operator, International Long Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



b) CARRIER SERVICES

1. National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators

2. Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
3. Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
4. Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

c) ENTERPRISE SERVICES

1. Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
2. MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 64 Kbps to nx64 Kbps, 2 Mbps & above
3. Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2mbps to 155mbps

d) RETAIL SERVICES

Rail wire: Triple Play Broadband Services for the Masses. It is a pilot project undertaken by RailTel and currently services are offered out of Bangalore and nearby places.

2. Project Background and Objective of EOI

RailTel intends to participate in the Tender No. COT/PROC/43/2022-23, floated by Department of Treasuries, Govt of Karnataka, Bangalore for "Supply, Install and Configuration of 4 numbers of Fortigate 201F Unified Threat Management (UTM) with all modules, along with 5 years of 24*7 support from the date of successful implementation of UTM's" as per the description and specifications enclosed herewith."

RailTel invites EOIs from RailTel's Empaneled Business Associates (BA) Business Partner (BP)/ IT-ICT Business Partners for the selection suitable partner for bidding in DOT-GOK Tender No: **COT/PROC/43/2022-23** for "Supply, Install and Configuration of 4 numbers of Fortigate 201F Unified Threat Management (UTM) with all modules, along with 5 years of 24*7 support from the date of successful implementation of UTM's " as per the description and specifications enclosed herewith.

3. Scope of Work

The scope of work is as mentioned in the DOT-GOK Tender No: COT/PROC/43/2022-23 for "Supply, Install and Configuration of 4 numbers of Fortigate 201F Unified Threat Management (UTM) with all modules, along with 5 years of 24*7 support from the date of successful implementation of UTM's". This particular EOI is for following Schedule of Requirement (SOR) only.

3.1 Schedule of Requirement

For detailed scope of work, may please refer to DOT-GOK tender document attached as part of Eoi.

RailTel intend to select a partner who is willing to accept all terms & conditions on back-to-back basis for their scope and portion of work.

*In case of any discrepancy or ambiguity in any clause/ specification pertaining to scope of work area, the Tender released by end Customer (i.e. **DOT-GOK**) shall supersede and will be considered sacrosanct. (All associated clarifications, responses to queries, revisions, addendum, and corrigendum, associated Prime Service Agreement (PSA)/ MSA/ SLA also included).*

4. Response to EOI guidelines

4.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English.

4.2 RailTel's Right to Accept/Reject responses

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or **Partner** or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

4.3 EOI response Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed in ink by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid. A copy of signed EOI along with its all Corrigendum/Addendum is required to be submitted through RailTel portal duly signed digitally.

4.4 Period of Validity of bids and Bid Currency:

Bids shall remain valid for a period of Six Months from the date of opening of Tender No. COT/PROC/43/2022-23 of **DOT-GOK** . If any extension is required by customer, then the same will be extended for further period.

4.5 Negotiation:

RailTel reserves the right to negotiate with the bidder to make the bid competitive. The tenderer/s shall not increase his/their quoted rates including payment terms in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawals of the original offer and the rates originally quoted will be binding on the tenderer/s.

4.6 All offers in the prescribed forms should be submitted before the time and at fixed for the receipt of the offers. In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.

4.7 ATTESTATION OF ALTERATION:

No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any corrections made by the tenderer/ tenderers in his /their entries must be signed and stamp (Not initiated) by him/them.

4.8 The Techno-Commercial offer should be submitted to the mail id: rcilsbc@railtelindia.com as mentioned in the NIT. The offer should be complete in all aspects.

4.9 The Price Bid shall be submitted by all the bidders who have submitted the Techno- Commercial, to email address rcilsbc@railtelindia.com as mentioned in the NIT. The bidders are advised to

submit their financial offer irrespective of their status of the Techno-Commercial offer. However, RailTel will consider the financial bids of the firms who have qualified in the Techno-Commercial offer.

4.10 The bidder should submit along with all the applicable documents as per the EOI

4.11 Information to Bidder

4.12 Guidelines for preparations of response to this EOI - Bidder are requested to follow the below guidelines while preparing the response to EOI.

- The price bid should be in format provided in the Annexure-I, any bid not found responsive to the details mentioned in this document may be rejected.
- The bidder is requested to review the response before submission as the submitted responses shall be considered final and revisions may not be permitted unless there are genuine reasons for such revisions.
- Bidder should download the document and sign each page & fill the bid sheet (Annexure-I) attach all documents as required for this EOI document and submit the complete bid as explained in the EOI document. Late and delayed response to this EOI shall not be considered.

4.13 Bid Earnest Money (EMD): Rs.1,61,000/- to be paid in the form of RTGS/NEFT/DD in favour of RailTel Corporation of India Ltd as detailed below:

<u>Bank Detail for RTGS:</u>	<u>Company Tax Details</u>
Name: RailTel Corporation of India Ltd	PAN : AABCR7176C
Bank: Union Bank of India	GSTN: 29AABCR7176C1Z9
Branch: RP Road, Secunderabad	
A/C Number : 327301010373007	
IFSC Code : UBIN0805050	
MICR Code: 500026009	

4.14 Security Deposit / Performance Bank Guarantee : The selected Partner shall have to submit a Bank Guarantee against Security Deposit in proportion to the ordered value to RailTel as back-to-back arrangements for the Bid. The rate and value of SD/PBG shall be as per Tender No. COT/PROC/43/2022-23 of **DOT-GOK**.

4.14.1 In the case the bid is successful the PBG also will have to be submitted to RailTel on back-to-back basis.

4.14.2 In case work share arrangements are mutually agreed between RailTel and **Partner** then the PBG will be proportionately decided.

4.15 Last date & time for Submission of EOI response

EOI response should be submitted to RailTel as explained in the EOI document. The bids submitted after the specified date and time mentioned in the EOI will be summarily rejected.

4.16 Modification and/or Withdrawal of EOI response

EOI response once submitted will be treated, as final and no modification will be permitted. No correspondence in this regard will be entertained.

No bidder shall be allowed to withdraw the response after the last date and time for submission.

The successful bidder will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful bidder, the Earnest Money Deposit shall be forfeited, and all interests/claims of such **Partner** shall be deemed as foreclosed. In addition, if selected partner withdraws its offer, then the **Partner** may be blacklisted.

4.17 Details of Financial bid for the above referred tender

The final bid for the tender will be prepared jointly with the selected **Partner** for its respective portion so that RailTel puts in an optimal bid with a good chance of winning the Tender. Moreover, RailTel reserves the right for further negotiation and deduction in prices from the selected Service Partner to keep the RailTel's bid in winning position in the **DOT-GOK** tender.

4.18 Clarification of EOI Response

To assist in the examination, evaluation, and comparison of bids the purchaser may, at its discretion, ask the Service Partners for clarification. The response should be in writing and no change in the price or substance of the EOI response shall be sought, offered, or permitted.

4.19 Period of Association/Validity of Agreement

RailTel may enter into a pre-bid agreement with selected partner with detailed back-to-back Terms and conditions for respective selected portion of scope in each of the packages prior to submission of RailTel bid against **DOT-GOK** Tender No. COT/PROC/43/2022-23.

5 Eligibility Criteria for Partners:

The bidders must comply with the following conditions for their eligibility in the participation for the EOI. Submit necessary declarations/certifications as per Tender Terms and Conditions:

Sl. No.	Criteria	Documents Required
1.	Submission of Covering letter as required in the given format	(Refer Appendix-1)
2.	Furnishing of the Power of Attorney	Power of Attorney executed by the bidder in favour of the Principal Officer or duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this Tender.
3.	The bidder should be a company registered under the Companies Act	Copy of Certificate of Incorporation and Commencement of Services should be provided.
4.	Bidder should hold valid GST certificate and Permanent Account Number (PAN)	Copy of Valid GST certificate and Permanent Account Number (PAN) should be provided.
5.	The bidder should have an annual turnover of at least 3 Crores, in the business of selling IT Hardware, each year in last 3 years i.e. 2019-20, 2020-21, 2021-22	Certified copy from Chartered Accountant shall be provided as per the format given in Appendix-2
6.	The bidder should be a licensed dealer/authorized partner of Fortinet.	MAF from OEM should be submitted as per the format given in Appendix-10
7.	UTM quoted should not be declared end of life for a period of 5 years from the date of closure of this tender	Certificate from the OEM as per the format given in Appendix-11 .
8.	The bidder shall not be under declaration of ineligibility for corrupt or fraudulent practices or deficiencies of services or blacklisted with any of the Government agencies at the time of bidding	A declaration signed by Authorized signatory shall be provided as per the format given in Appendix-4 .

Sl. No.	Criteria	Documents Required
9.	Submission of Declaration of Acceptance of Terms & Conditions to RFP in the given format	A declaration signed by Authorized signatory shall be provided as per the format given in Appendix-5
10.	Submission of Undertaking on litigation(s) in the given format	A declaration signed by Authorized signatory shall be provided as per the format given in Appendix-6
11.	Compliance to Technical Specifications	Compliance to Appendix-7
12.	The bidder should have a carried-out implementation of UTM solution worth Rs 90 Lakhs in last 3 years in any Government/ PSU/Banks in India.	Copy of relevant work orders/Purchase Orders to be provided
13.	Submission of Undertaking on restriction on public procurement from bidders of certain countries, in the given format.	A declaration signed by Authorized signatory shall be provided as per the format given in Appendix-12
14.	Bidder shall have valid ISO27001 certification	Copy of the Certificate

A Copy of Purchase/ Work Order & its Commissioning Certificate issued by Work Awarding Organization is to be submitted with EOI. Also, contact Details of concerned person i.e., Name / Designation / Contact Number/ Official Email ID, of the Work Awarding Organization needs to be mentioned.

For On-going projects, proof of satisfactory laying/ part completion certificate for the desired quantity issued & signed by the competent authority of the client entity along with the supporting documents such as work order/purchase order clearly highlighting the scope of work, bill of material and value of the contract/ order.

- “Services” means Installation and Commissioning of IT Network Infrastructure including Core or Access Level Layer 2/Layer 3 Switches and related IT System with Authorization from the OEM of the Core or Access Level Layer 2/Layer 3 Switches or any other ICT related work.
- Substantially completed works means those Works Which are at least 90% completed as on the date of tender submission (i.e gross value of Work done up to the last Date of Submission is 90% or more of the original contract price) and continuing satisfactorily.
- Last Five (5) Years shall be counted from 28 days prior to the date of submission of Tender.
- Completion certificates for works Issued by Private parties shall be Supported by TDS (Tax Deducted at Source) certificate.

6 Bidder's profile

The bidder shall provide the information in the below table:

Sl. No	ITEM	Details
1	Full name of bidder's	
2	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization/main/head/corporate office	

3	Name, designation, and full address of the Chief Executive Officer of the bidder's organization, including contact numbers and email Address	
4	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5	Name, designation, and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address	
6	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7	GST Registration number	

7 Schedule of Rates (SOR): The bidder should quote as per the enclosed Annexure- I

8 Evaluation Criteria :

- 8.1 The **Partner** who fulfills the Eligibility criteria shall be further evaluated against the criteria mentioned in Annexure- II as applicable.
- 8.2 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants.
- 8.3 The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final.

9 Payment terms

- 9.1 All payments shall be paid on back-to-back basis. RailTel shall make payment to selected **Partner** after receiving payment from Customer as per the Payment terms defined in the **DOT-GOK** tender. In case of any penalty or deduction made by customer, same shall be passed on to partner if attributed to the **Partner's** portion of Scope.
- 9.2 For payment terms of **DOT-GOK**, bidders are advised to go the respective section of **DOT-GOK** Tender No. COT/PROC/43/2022-23 and all its associated corrigendum/ addendum/clarifications.

10 Service Level Agreement

The selected bidder will be required to adhere to the SLA matrix as defined in the **DOT-GOK** Tender No. COT/PROC/43/2022-23 for his scope of work and the SLA breach penalty will be applicable proportionately on the selected bidder, as specified in the Tender. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the **DOT-GOK** Tender. Refer to for payment terms of **DOT-GOK**, bidders are advised to go the respective section of **DOT-GOK** Tender No. COT/PROC/43/2022-23 and all its associated corrigendum/ addendum/clarifications. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on its scope of work.

11 Roles and Responsibility of the BA/SI Partner

The BA/SI will be responsible for the work of “IT Network Infrastructure revamp at stations & Depots of DOT-GOK“. **DOT-GOK** Tender No. COT/PROC/43/2022-23 and Corrigenda. The BA/SI should tightly integrate with OEM’s solution providers and will provide manpower resources of this work. BA/SI should have sufficient backup support required for liaisoning, meetings, coordination to meet the timelines of the project and its successful completion. The BA/SI shall nominate technical SPOC and account manager for this project.

The BA/SI should thoroughly study the RFP and Corrigendum floated by **DOT-GOK** for compliance (enclosed).

- A. Documentation: BA/SI shall prepare High Level Design doc (HLD) and Low-Level Design doc (LLD) as part of implementation of the project under EoI. Bidder shall be responsible for all the documentation/ reports required at various stages of project during the currency of the project.
- B. Compliances: BA/SI shall be responsible for all the regulatory compliances related to fulfilment of delivery of this project under this EoI during its currency.

Above requirements are only indicative in nature and are only guidance of the bidder to assess the quantum of work. The BA/SI is required to apply their expertise to fulfil the required objective. In case of any discrepancy/typo-graphical error mentioned in this EoI then the conditions/specifications mentioned in the RFP & Corrigendum floated by **DOT-GOK**, will prevail.

C. Governance Framework:

- RailTel will setup a governance team comprising of RailTel & BA/SI. The team will have minimum of 2 member each from RailTel and BA/SI lead by GM/RailTel/SC. The team size may increase if required based on approval of Competent Authority of RailTel.
- BA/SI shall deploy competent & experiences persons to be part of the governance team.
- The BA/SI shall comply with all the ITIL processes and shall be responsible for its implementation across the various activities and deliverables against the scope of the project.
- The BA/SI shall adhere to the governance framework put in by RailTel for the project deliverables.
- The Governance team among the other things will monitor the performance of the project and take corrective measures as required for successful delivery of the project.

The Governance Team shall be overseeing the coordination, periodical reviews, escalations, billing, documentation, customer interactions etc.

12. Arbitration

The parties through respective signatories shall settle any dispute or disagreement with respect to performance, non-performance, or defective performance of respective obligation amicably. In the event of disputes remaining unresolved, the parties shall refer the matter to a single arbitrator under arbitration law that may be applicable, whose appointment shall be done by CMD, RailTel Corporation of India Limited. The place of arbitration shall be New Delhi and the language used shall be English.

13. Force Majeure Clause

If at any time, during the continuance of this contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earthquakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/regulations, order of requisitions issued by any Government Department or Competent Authority of acts of God (here-in-after referred to as event) then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the RailTel and the Contractor or after any event or 60 days in the absence of such an agreement which ever is more, either party may at its option terminate the Contract provided also that if the contract is so terminated under this clause the RailTel may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

14. Integrity pact:

a) RailTel (RCIL) has adopted Integrity Pact Program and for implementation thereof all tenders relating to procurement of OFC, quad cable, prefab shelters, electronic equipment's, and its installation and/or commissioning etc. and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs. 15 crores at a time including for repair and maintenance of cable/network and any other items required for special works assigned to RailTel (RCIL) will be covered under the Integrity Pact Program and the vendors are required to sign the IP document and submit the same to RailTel (RCIL) before or along with the bids.

b) Only those vendors who have purchased the tender document and signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMs) through the nodal officer, GM (Admin & Security)/CO RailTel.

Name of IEMs and contact details:

- i) Smt. Vijaya Kanth, IRAS (Retd),
Sterling Manor, Flat F, No. 5/6, Flat F, Sterling Manor,
3rd Cross Street, Sterling Road, Nungambakkam, Chennai-600034.
E-Mail: vkanthmrl2003@yahoo.com, M.No. +91-9445868314
- ii) Shri. Vinayaka Rao Turaga, IOFS (Retd),
TURAGA House, Anne Baburao Colony, Penamaluru Vijayawada,
Andhra Pradesh-521139.
E-Mail: tvrao56@gmail.com, M.No. +91-9007723424

c) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.

- d) Bidder of Indian origin shall submit the Integrity Pact (in 2 copies) on a non-judicial stamp paper of Rs. 100/- duly signed by the person signing the bid. If the bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
- e) Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.
- f) The 'Integrity Pact' shall be submitted by the Bidder duly signed in all pages along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'. Tender received without signed copy of the Integrity Pact document will be liable to be rejected. Proforma for signing the Integrity Pact is available in Chapter-6 of this tender document (Form No. 6).
- g) One copy of the Integrity Pact shall be retained by RailTel (RCIL) and the 2nd copy will be issued to the representative of the bidders during bid opening. If the Bidders representative is not present during the Bid opening, the 2nd copy shall be sent to the bidder by post/courier.
- h) The Integrity Pact is applicable in this tender vide CVC circular no. 10/05/09 dt.18.05.09 and revised guideline of CVC circular no. 015/VGL/091 dt. 13.01.17 or the latest updated from time to time shall be followed.

The bidder shall submit the signed Integrity Pact (2 Copies) as per Annexure - X

Note : All the terms & conditions of DoT, GoK including Scope of work, GTC, Payments, SLA & Penalties, warranty etc., are applicable on back-back basis with the successful partner. DoT-GoK tender document has been placed at P/N:14-48 as part of this tender document. All the documents must be submitted with proper indexing with page numbers & signed.



Government of Karnataka

RFP for procurement of firewall

COT/PROC/43/2022-23

**Department of Treasuries,
5th & 6th Floor, KPCL Green Building
#3 Palace Road
Bengaluru - 560001**

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1. Scope of work

The scope of work for the successful bidder is as follows -

- 1.1** Supply, Install and Configuration of 4 numbers (2 numbers at DC site in HA mode and 2 numbers at DR site in HA mode) of Fortigate 201F Unified Threat Management (UTM) with all modules, in compliance to the technical specifications specified in Annexure-7, along with 5 years of 24*7 support from the date of successful implementation of UTM's.
- 1.2** Integrate with UTM's with the Fortianalyzer.
- 1.3** The successful bidder shall configure the UTM's in Active-Passive mode and security policies should be configured on UTM's as per the best practices.
- 1.4** The successful bidder shall migrate the existing firewall policies configured in the existing devices to the proposed UTM's and deploy the same in production environment, without any downtime or with approved downtime.
- 1.5** The successful bidder shall provide demonstration of all the features of the UTM deployed and also provide necessary training to Khajane 2 Datacentre (DC) team on the solution deployed.
- 1.6** The successful bidder shall document entire solution implementation process and handover the document to Khajane 2 DC team, along with the necessary documents such as administration guide, configuration guide, post completion of installation & configuration.
- 1.7** The successful bidder shall provide 5 years of onsite comprehensive warranty for the UTM. Warranty should include but not limited to, Software upgrades, On-going Firmware updates, Proactive bug fixes, Preventive Maintenance, Parts replacement, Reactive Support (RCA's for the issues raised with Fortinet).
- 1.8** During warranty and support period, all software Upgradation, bugs, patches and services shall be provided free of cost by the bidder
- 1.9** The successful bidder shall mount the UTM's inside the rack provided by DoT along with necessary accessories such as rails, power cords. The successful bidder shall also carry out cabling between the UTM's to the patch panel & from the patch panel to the network devices.

- 1.10** All cables/patch cords or any other accessories that would be required for implementation of the UTM will be the responsibility of successful bidder with no additional cost to DoT.
- 1.11** The successful bidder shall ensure that Fortigate 201F UTM's proposed should not be End of Life (EoL) from 5 years from the date of supply.
- 1.12** The successful bidder should provide support to DoT through telephone, e-mail and visiting the site in case (as and when needed, as sought by the DoT) of any technical issues related to any of the products supplied as part of this tender. Technical proposal submitted should also have the contact details (email id's and phone numbers) and escalation process for handling technical issues raised.
- 1.13** Yearly health check to be carried out by the OEM, to ensure compliance of the deployed solution to the best practices and report shall be submitted on the observations made along with the action to be taken.
- 1.14** The successful bidder shall provide login credentials to DoT to access to UTM OEM's portal for opening of incidents for any issues pertaining to UTM. Access to the portal should be valid during the contract period.
- 1.15** All licenses should be in the name of the "Commissioner of Treasuries, Department of Treasuries Bengaluru"

The contract period will be for 5 years, from the date of issue of PO.

2. Bidding details

The tender calls for selection of a bidder to Supply, Install and Configure (including migration) 4 numbers of Fortigate 201F UTM's along with 5 years of 24*7 support, as per the Scope of work mentioned in this document. Partial offers are liable for rejection. Firms which fulfil the technical criteria specified in this RFP can bid for this tender.

2.1 Tender Processing Fee and Download of Tender Document

Bidder can download the tender document free from the Karnataka Public Procurement portal (<https://kppp.karnataka.gov.in>) till the due date and time for bid submission. Any interested bidder shall pay tender processing fee prescribed in the Karnataka Public Procurement portal to participate in this tender. The tender processing has to be paid through any of the five e-payment options in the portal:

- Credit Card
- Direct Debit
- National Electronic Funds Transfer (NEFT)
- Over the Counter (OTC) – designated ICICI bank branches located across the country
- Net banking

Please note that payments submitted through cheque or demand draft shall not be accepted. Further details regarding e-Payment, please refer to Karnataka Public Procurement portal at the above mentioned website or call Karnataka Public Procurement helpdesk.

Note: It will be in the interest of the bidders to familiarize themselves with the Karnataka Public Procurement portal to ensure smooth preparation and submission of the tender documents and the bid well within the bid submission time and date. DoT shall not be responsible for non-submission of bids by any bidder due to either technical reasons or due to non-compliance by the bidder to the process requirements for submission of valid bids on the Karnataka Public Procurement portal.

2.2 Modes of Submission

All interested bidders shall pay EMD and Tender Processing fee and submit their proposals electronically on the Karnataka Public Procurement portal.

Bids shall be submitted only through the Karnataka Public Procurement portal before the scheduled date and time for bid submission. Bids submitted after the due date and time will not be considered and DoT will not be liable or responsible for any delays due to unavailability of the portal and/or the connectivity or any technical issues. Bidders are advised to get familiar with the bid submission on

the Karnataka Public Procurement portal and ensure that the bids are submitted well in advance to prevent any last-minute glitches.

2.3 Earnest Money Deposit (EMD)

The Bid shall contain EMD amount of Rs. _____ and shall be paid through any of the five e-payment options in the portal:

- Credit Card
- Direct Debit
- National Electronic Funds Transfer (NEFT)
- Over the Counter (OTC) – designated ICICI bank branches located across the country
- Net banking

Note: Please note that the bids submitted without prescribed EMD and applicable tender processing fee are liable for rejection by the Karnataka Public Procurement portal. Karnataka Public Procurement portal will deny submission of the bid without submitting the EMD Deposit and it will take min 2-3 days for confirmation from the bank regarding the EMD realization.

Please note that payments submitted through cheque or demand draft shall not be accepted. For further details regarding e-Payment, please refer to Karnataka Public Procurement portal.

The bidder shall be disqualified if the bids are not accompanied by the prescribed EMD and the Tender processing fees.

The EMD of the unsuccessful Bidder/s will be discharged / returned as promptly as possible, within 60 days after the award of the contract to the successful bidder, after submission of performance bank guarantee.

No interest will be payable by the Government on the amount of the EMD.

The EMD may be forfeited:

- a) If a bidder withdraws the bid or increases the quoted prices during the period of bid validity, or its extended period, without the explicit consent of the department, or
- b) In case of successful bidder, the bidder fails within the specified time limit to:
 - Sign the Agreement or,
 - Furnish the required Performance Bank Guarantee

2.4 Authentication of Bid

The response bid shall be signed by the Bidder or a person duly authorized to bind the bidder to the contract. The letter of authorization shall be supported by a written power-of-attorney accompanying

the bid. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

2.5 Clarification on Tender Document

Any prospective Bidder requiring any clarification on the RFP Document may submit the queries, in writing, at the mailing address provided in this RFP and as per schedule indicated in Karnataka Public Procurement portal. The queries must be submitted in the following format only to be considered for clarification:

Sl. No	Section No./ Clause No.	Page No.	Reference/ Subject	Clarification Sought
..

DoT, GoK will respond to any request for clarification on the Tender Document, received not later than the dates prescribed in Karnataka Public Procurement portal. Clarifications (including the query but without identifying the source of inquiry) will be uploaded on the Karnataka Public Procurement portal for the information of the prospective bidders.

2.6 Language of Bids

Bids submitted by the Bidder and all the correspondence and documents relating to the bids exchanged between the Bidder and the DoT, GoK shall be in English language. Any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by a duly attested English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

This bid should be filed in English language only. 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 bidder.

2.7 Amendment of Tender

- At any time prior to the last date for receipt of Bids, DoT, GoK, may for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify the Tender conditions/requirements by issuing an addendum/corrigendum. Any such amendment/s issued read along with the original Tender document will constitute Revised Tender.
- Any addendum/corrigendum will be uploaded on the Karnataka Public Procurement portal. Prospective Bidders are requested to visit the Karnataka Public Procurement portal frequently to check for any amendments.

2.8 Firm Prices & Discount

The prices quoted as part of the financial proposal must be firm and final and shall not be subject to any escalation, on any account whatsoever, till the expiry of the contract period.

2.9 Bid Validity Period

a) Period of Validity of Bids

Bids shall remain valid for 180 days after the date of opening of the bids prescribed by the DoT, GoK. **A bid valid for a shorter period may be rejected as non-responsive.**

b) Extension of Period of Validity

In exceptional circumstances, the DoT, GoK may request the Bidder(s) for an extension of the period of validity of the bid. The request and the responses thereto shall be made in writing (or by email). In such cases the validity of EMD shall also be suitably extended by the bidder.

2.10 Subcontracting or Subletting of Work

Any Sub Contracting or subletting of work under the contract is not permitted.

2.11 Consortium Bids

The Bidder is NOT allowed to form Consortium of any nature whatsoever to perform/provide the Services as specified under this RFP.

2.12 Contacting the DoT, GoK

No bidder shall contact the DoT, GoK on any matter relating to its bid, from the time of bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the DoT, GoK, it should be done in writing.

DoT, GoK, however, may seek additional information/ clarification on the documents submitted by the bidder. Such call for clarification shall be in writing.

2.13 DoT, GoK's Right to Accept Any Bid and to reject any or All Bids

- a) The DoT, GoK reserves the right to reject any bid and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the DoT, GoK's action.
- b) The DoT, GoK reserves the right to negotiate the commercials with the L1 Bidder.

2.14 Financial Bid Details

- a) No changes in the financial bid shall be allowed post submission of the bid. The currency for the financial bid shall be Indian Rupees.
- b) Bidders shall quote for the entire Project on a single responsibility basis on the following lines.
- c) Bidders intending for commercial bid shall necessarily give the commercial details explained in **Appendix-3**. All the commercial details shall be uploaded as part of the commercial bid on the Karnataka Public Procurement portal.

- d) The bid shall be comprehensive and inclusive for all the services to be provided by the bidder as per scope of his work. The payments shall be made to selected bidder on the basis of the bid and further negotiations between the department and the bidder only. No separate payment shall be made for services that are to be delivered by the bidder as part of his scope of work for this project and the payment terms of the bidder.
- e) The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of bids, if awarded. A Bid submitted with an adjustable price quotation or conditional bid shall be rejected as non-responsive
- f) Notwithstanding clauses 2.14(d) and 2.14(e), additional amounts resulting from increase in the rates of GST, as relevant for the project effective after the date of bid submission, would be paid separately by the Commissioner of Treasuries / Representative identified by Commissioner of Treasuries after calculating the difference resulting from such increase. Similarly if there is a reduction in rates of these taxes, effective after the date of bid submission, DoT shall reduce the amount payable by an amount saved because of such a reduction.

2.15 Bid Evaluation Process

DoT may constitute a Tender Scrutiny Committee, which shall evaluate the bids submitted by the bidders for the compliance.

- a) The Bidder shall furnish the information required in the formats prescribed in the RFP. Required documents / templates for qualifying are summarized in section 2.16. The Bidder will be evaluated against the criteria given in this section and the bids that do not conform/comply to the requirements will be rejected.
- b) DoT, GoK will examine the bids to determine whether they are complete, whether required EMD has been furnished, whether the documents have been properly signed by authorised signatory, and whether the bids are generally in order and substantially responsive. In such bids, DoT GoK may ask Bidder(s) for additional information, visit to Bidder's site and/or arrange discussions with their professional, technical faculties to verify claims made in technical evaluation bid documentation.
- c) A bid determined as substantially not responsive is liable for rejection by DoT, GoK.

Bidders meeting the compliance requirements on all the technical evaluation criteria will be qualified for next stage of evaluation.

2.16 Technical Bid Evaluation

Sl. No.	Criteria	Documents Required
15.	Submission of Covering letter as required in the given format	(Refer Appendix-1)
16.	Furnishing of the Power of Attorney	Power of Attorney executed by the bidder in favour of the Principal Officer or duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this Tender.
17.	The bidder should be a company registered under the Companies Act	Copy of Certificate of Incorporation and Commencement of Services should be provided.
18.	Bidder should hold valid GST certificate and Permanent Account Number (PAN)	Copy of Valid GST certificate and Permanent Account Number (PAN) should be provided.
19.	The bidder should have an annual turnover of at least 3 Crores, in the business of selling IT Hardware, each year in last 3 years i.e. 2019-20, 2020-21, 2021-22	Certified copy from Chartered Accountant shall be provided as per the format given in Appendix-2
20.	The bidder should be a licensed dealer/authorized partner of Fortinet.	MAF from OEM should be submitted as per the format given in Appendix-10
21.	UTM quoted should not be declared end of life for a period of 5 years from the date of closure of this tender	Certificate from the OEM as per the format given in Appendix-11 .
22.	The bidder shall not be under declaration of ineligibility for corrupt or fraudulent practices or deficiencies of services or blacklisted with any of the Government agencies at the time of bidding	A declaration signed by Authorized signatory shall be provided as per the format given in Appendix-4 .
23.	Submission of Declaration of Acceptance of Terms & Conditions to RFP in the given format	A declaration signed by Authorized signatory shall be provided as per the format given in Appendix-5
24.	Submission of Undertaking on litigation(s) in the given format	A declaration signed by Authorized signatory shall be provided as per the format given in Appendix-6
25.	Compliance to Technical Specifications	Compliance to Appendix-7
26.	The bidder should have a carried out implementation of UTM solution worth Rs 90 Lakhs in last 3 years in any Government/PSU/Banks in India.	Copy of relevant work orders/Purchase Orders to be provided
27.	Submission of Undertaking on restriction on public procurement from bidders of certain countries, in the given format.	A declaration signed by Authorized signatory shall be provided as per the format given in Appendix-12
28.	Bidder shall have valid ISO27001 certification	Copy of the Certificate

2.17 Financial Bid Evaluation

The financial evaluation shall be done only for the technically qualified bidders from technical evaluation stage. The financial evaluation shall be done based on the details submitted by the bidder as per the format provided in **Appendix-3**

2.18 Award of Contract

DoT reserves the right to award the contract to the lowest financial bid that complies with all the technical requirements

2.19 Notification of Award

The acceptance of a tender, subject to contract, will be communicated through issue of LoI on the Karnataka Public Procurement portal to the successful bidder. The successful bidder will be required to convey the acceptance of the LoI within 10 days on the Karnataka Public Procurement portal.

3. Service Level Agreement (SLA)

Selected bidder should Supply, Install & Configure UTM's within 10 weeks from time from the date of issue of PO/award of contract. Any delay will render the bidder liable for penalty at the rate as mentioned in the table below

Sl. No.	Activity	Rate
1	Penalty for delay in Supply, Installation & Configuration	<p>Up to 10 weeks (inclusive of 10th Week) from the date of issue of PO: No penalty.</p> <p>From 11th week up to & inclusive of 12th week, from the date of issue of PO: 0.5 % of PO value per day shall be deducted as penalty.</p> <p>In case the selected bidder fails to comply with the above SLA, delay beyond 12 weeks will be treated as material breach and DoT reserves the right to terminate the contract and forfeit the PBG submitted by the selected bidder.</p>
2	Penalty for delay in resolution	<p>Up to 24 hours from the time of opening of incident/ticket: No penalty.</p> <p>From 24 hours up to 36 hours (from the time of opening of the incident/ticket): Penalty of 0.1% of the PO value shall be will be charged and deducted from the amount payable to bidder, for each hour of delay.</p> <p>After 36 hours up to 48 hours (from the time of opening of incident/ticket): Penalty 0.2% of the PO value shall be will be charged and deducted from the amount payable to bidder, for each hour of delay.</p> <p>For delay beyond the 48 hours, DoT reserves the right to terminate the contract and forfeit the PBG submitted by the bidder.</p>

Please note that the 'day' specified above would be a calendar day.

Penalty shall be capped to 20% of the PO value.

4. General Terms and Conditions

4.1 One Proposal per Bidder

Each bidder shall submit only one Proposal. The bidder who submits or participates in more than one Proposal will be disqualified. Also bidders cannot associate with other bidders for submission of bid. (No consortium is allowed. The work also shall not be subcontracted and outsourced)

4.2 Cost of Proposal

The bidder shall bear all costs associated with the preparation and submission of its Proposal, including site visits, and DoT GoK will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

4.3 Amendment of RFP Documents

At any time prior to the deadline for submission of Proposal, DoT, GoK may amend the RFP document by issuing suitable Addenda/corrigendum.

Any addenda/corrigendum thus issued shall be part of the RFP document, and will be published on the Karnataka Public Procurement portal. No claim will be entertained from any prospective bidder or the bidder regarding any issue pertaining to RFP, due to his Failure to note the addenda/corrigendum published on the Karnataka Public Procurement portal.

To give bidders reasonable time in which to take an Addendum/corrigendum into account in preparing their Proposals, DoT, GoK shall extend if necessary, the deadline for submission of Proposals.

4.4 Limits on Promotion

The bidder shall not make any reference to DoT, GoK or this procurement or resulting contract in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of DoT. The bidder shall not perform any kind of promotion, publicity or advertising etc. at the department field offices through any kinds of hoardings, banners or the like without the express prior written consent of DoT.

4.5 Use & Release of Bid Submissions

DoT, GoK is not liable for any cost incurred by the bidder in the preparation and production of the Proposal, the preparation or execution of any benchmark demonstrations, simulation or training service or for any work performed prior to the execution of a formal contract. All materials submitted become the property of DoT, GoK and may be returned at sole discretion. The content of each bidder's Proposal will be held in strict confidence during the evaluation process, and details of the Proposals will not be discussed outside the evaluation process.

4.6 Deadline for submission of proposals

Proposals shall be received by DoT, GoK through the Karnataka Public Procurement portal of the GoK no

later than the time and date stipulated in the portal.

Note: It will be in the interest of the bidders to familiarize themselves with the Karnataka Public Procurement portal to ensure smooth preparation and submission of the tender documents, well in time.

4.7 Modification and Withdrawal of bids

No modification or withdrawal of bids is permitted in accordance with the Karnataka Public Procurement portal of the GoK.

4.8 Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of Proposals, and recommendations for the award of the project shall not be disclosed to any other persons not officially concerned with such process until the award to the successful Bidder has been announced.

4.9 Correction of Errors

Bidders are advised to exercise greatest care in entering the pricing figures. No excuse that mistakes have been made or requests for prices to be corrected will be entertained after the quotations are opened. The Karnataka Public Procurement portal will not allow any corrections after the submission of the bid.

4.10 Rejection Criteria

The bid is liable to be disqualified if

a) Technical Rejection

- i. Bids valid for a shorter period (less than 180 days)
- ii. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
- iii. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
- iv. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- v. Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- vi. Submission of the commercial bid details as part of the technical proposal.
- vii. Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- viii. Failure to furnish appropriate proofs for information provided
- ix. Bids not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the bidder.
- x. Bids not complying with all the Technical and General Terms and conditions as stated in the RFP Documents.
- xi. Bids not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.

xii. If the bid does not confirm to the timelines indicated in the bid.

b) Commercial Rejection

- i. Incomplete Price Bid
- ii. Price Bids that do not conform to the Tender's price bid format.
- iii. Total price quoted by the Bidder does not include all statutory taxes and levies applicable.

4.11 Performance Bank Guarantee

- a) The successful bidder shall at his own expense deposit with DoT, GoK, within Fifteen (15) days of the date of issue of LoI, or issue of purchase order whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Commercial Bank in India, acceptable to DoT, payable on demand, for the due performance and fulfilment of the contract by the bidder.
- b) The performance guarantee shall be denominated in the currency of the Contract and shall be by bank guarantee.
- c) PBG shall be submitted by the successful bidder for 5 % of the contract value. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
- d) PBG's submitted shall be valid till the end of three months after the period of end of contract. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of three months after the "Transfer", the Performance Bank Guarantee will lapse automatically.
- e) The PBG shall be for the whole term of the project (plus three months) or the contract period (plus three months), whichever is longer;
- f) The Performance Bank Guarantee shall be discharged / returned by DoT upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- g) In the event of the bidder being unable to service the contract, DoT GoK shall revoke the PBG. DoT, GoK shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- h) DoT, GoK shall also be entitled to make recoveries from the Bidder bills , PBG or any other payment due, in case of any error/ omission on bidder's part.
- i) The PBG shall be furnished in the format **Appendix-8**.

4.12 Payment Terms

- a) Successful bidder shall be paid 90% of PO value, subject to satisfactory Supply, Install & configuration (including migration) of 4 numbers of UTM's, after deduction of applicable penalties if any as per this

tender document. The successful bidder should submit the installation report along with support contracts for the proposed UTM, valid for a period of 5 years as mandated by RFP, along with the invoice.

- b) 2.5% of PO value will be released in the Second year of warranty period, 2.5% of PO value will be released in the Third year of warranty, 2.5% of PO value will be released in the Fourth year of warranty and remaining 2.5% of PO value will be released in the Fifth year of warranty period, on a post-yearly basis, after deduction of applicable penalties if any as per this tender document.
- c) DoT is entitled to make recoveries such as penalties, excess payment and applicable taxes from bidder's bill.
- d) The bidder shall clearly specify the breakup of the payment due, towards Services of the bidder and for tax or other levies.

4.13 Liquidated Damages

Subject to clause for Force Majeure if the bidder fails to complete the assignment in compliance to the RFP before the scheduled completion date or the extended date or if bidder repudiates the Contract before completion of the Work, the DoT at its discretion may, without prejudice to any other right or remedy available to the DoT under the Contract, forfeit the entire performance bank guarantee submitted by the bidder, apart from blacklisting of the bidder for further participation in any of the tenders of the DoT, Government of Karnataka.

Any such recovery or liquidated damages shall not in any way relieve the bidder from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

4.14 Termination of Contract

The bidder shall adhere to all the requirements of RFP, process and guidelines issued by DoT. Any violations / non-compliance of any of the conditions will entail termination of the contract without prejudice to the rights of the DoT - GoK to impose such penalties as specified in the RFP and the Agreement. Upon such termination, DoT will have the right to forfeit the entire performance bank guarantee submitted by the bidder, apart from blacklisting of the bidder for further participation in any of the tenders of DoT.

Upon termination, DoT will have the right to put in place any other agency for carrying out the remaining work. Any extra expenditure shall be recoverable from the bidder.

Where a change of management of the bidder has occurred whereby the bidder's company has merged, amalgamated or been taken over, due to which the majority shareholding of the bidder has been transferred to another entity, and in case requirements for the bidder set out in the RFP are not complied with, the DoT GoK may through a 15 (Fifteen) days written notice, terminate this Agreement and such notice shall become effective at the end of the notice period.

4.15 Limitation of Liability

Except in case of gross negligence or wilful misconduct:

- a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Bidder to pay liquidated damages to the DoT; and
- b) The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the total contract value provided, however, that this limitation shall not apply to any liability for damages arising from (i) wilful misconduct or (ii) indemnification against third party claims for infringement (iii) or tortious liability arising out of misconduct or negligence or (iv) death
- c) DoT shall not be liable to the bidder in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract.
- d) Liability arising out of any legal conditions shall survive the term (i.e. termination / expiry) of the contract.

4.16 Contract Amendment

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

4.17 Notices

- a) Any notice or other document, which may be given by either Party under this Agreement or RFP or under the SLA, shall be given in writing in person or by pre-paid recorded delivery post or by facsimile transmission or through email to the notified address.
- b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

Department of Treasuries
Address: 5th & 6th Floor, KPCL Green Building
#3 Palace Road, Bengaluru-560001
Tel: 080-22028202
Fax: 080-22028203
Email: jd.cot@karnataka.gov.in

Bidder:
Address:
Tel:
Fax:
Email:

- c) Any notice or other document shall be deemed to have been given to the other Party on the same day provided:
 - i. If delivered between hours of 10 AM and 5 PM on a working day at the address of the above party as set forth above in case of delivery in person or through email.

- ii. If sent by fax, provided the copy fax is accompanied by a confirmation of transmission.

On the next working day thereafter if delivered outside such hours and 7 days from the date of posting (if by letter).

- d) Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated email for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

4.18 Dispute Settlement

If any dispute arises between DoT and the selected bidder in connection with, or arising out of, the agreement or RFP or the execution of the Project; the matter in dispute which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement shall, in the first place, be referred to the Additional Chief Secretary (Finance Department). Either party may refer a dispute to the Additional Chief Secretary (Finance Department), who shall give a decision in writing within 30 days of reference of dispute..

In case either party is not satisfied with the decision of the Additional Chief Secretary (Finance Department), they can institute arbitration proceedings as per Indian Arbitration and reconciliation Act, 1996, after a 30 day notice period.

Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Center, Karnataka (domestic and international) rules 2012, by one or more Arbitrators appointed in accordance with its rules.

Arbitration proceedings shall be held in Bengaluru and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

4.19 Force Majeure

- a) Neither Party to this Agreement shall be liable to the other for any loss or damage which may be suffered by the other due (directly) to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform ("Force Majeure") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lockouts beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of Government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default

of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.

- b) The Party seeking to rely on Force Majeure shall promptly, within 2 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defence with particulars detail in writing to the other Party and shall demonstrate that it has and is taking all reasonable measures to mitigate the events of Force Majeure.
- i. In the event the Force Majeure substantially prevents, hinders or delays the successful bidder's performance of Services necessary for project's implementation or the operation of Project's critical business functions for a period in excess of 3 days, the DoT may declare that an emergency exists. However, when the situation arising out of force Majeure comes to an end in the assessment of DoT, the successful bidder shall resume normal activities under this agreement immediately. If DoT considers it necessary, may grant an extension of time to the successful bidder for resuming normal activities under this agreement. If the successful bidder does not resume normal activities immediately or within the extended period, if any, granted by the DoT, the DoT will have the option to invoke the Performance Guarantee, levy liquidated damages, obtain substitute performance from an alternate Bidder at the cost of successful bidder and/or terminate this Agreement.
 - ii. Notwithstanding the terms of this Article, failure on part of the successful bidder terms to implement any disaster contingency planning, insurance coverage and back-up and other data safeguards in accordance with the terms of the RFP or this Agreement against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

4.20 Indemnity

The selected bidder (the "Indemnifying Party") undertakes to indemnify the DoT, (the "Indemnified Party") from and against all losses, claims or damages on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.

The indemnities set out shall be subject to the following conditions:

- a) The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- b) The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
- c) If the Indemnifying Party does not assume full control over the defence of a claim as provided in this Article, the Indemnifying Party may participate in such defence at its sole cost and expense, and the Indemnified

Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;

- d) The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- e) All settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; and (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- f) The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- g) The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and
- h) In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates;
- i) In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, and on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates.

Appendix-1 – Covering Letter

(To be submitted in firm/ company letter head)

To,
The Commissioner,
Department of Treasuries
5th & 6th Floor, KPCL Green Building
#3 Palace Road
Bengaluru-560001

Sir/Madam,

Subject: RFP for procurement of firewall

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned bidder/s, having read and examined in detail all the bidding documents in respect to the RFP for procurement of firewall, do hereby propose to provide our services as specified in Tender.

Technical Response

We confirm having submitted the information as required by you in your Request for Proposal document. In case you require any other further information/documentary proof in this regard for evaluation of our bid, we agree to furnish the same in time to your satisfaction.

Deviations

We declare that all the services shall be performed strictly in accordance with the bid documents and there are no deviations from the requirements mentioned in this RFP

Performance Bank Guarantee

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee in the form prescribed in the RFP.

Validity of this Bid

We agree to abide by this tender response for a period of 180 days after the date of opening of bids prescribed by the DoT, GoK and it shall remain binding upon us with full force and virtue, until, within this period, a formal contract is prepared and executed. This tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and DoT.

We undertake, if our proposal is accepted, to adhere to the implementation plan for the Proposed System at DoT put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and DoT or its appointed representatives.

We also hereby declare that information furnished in this Tender is true, complete and correct to the best of my knowledge and belief. I undertake that in the event of any information being found false or incorrect at any stage, my bid shall be liable to be cancelled/ terminated without any notice or compensation in lieu thereof along with any legal proceedings.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory)

Name :
Designation :
Phone No. :
Email id :
Date :

Appendix-2 – Turnover Details

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the annual turnover furnished by << COMPANY NAME >> for last 3 years i.e. 2019-20, 2020-21 and 2021-22 from the sale of IT Hardware is as below. This is as per the Statement of Accounts which has been duly verified by me and found correct.

Financial year	Total Turnover of the Company (Rs.)	Total Turnover from sale of IT Hardware (Rs.)
2019-20		
2020-21		
2021-22		

Place:

Date:

Seal & Signature of Chartered Accountant

Appendix-3 – Financial Bid Format

Bidders shall quote all-inclusive prices **(i.e. price inclusive of taxes and all other expenses)**. This price shall be inputted by bidders directly in Karnataka Public Procurement portal.

Sl. No	Item	Unit Cost inclusive of Taxes (Rs)	No of Units	Total Cost inclusive of Taxes (Rs)
		(a)	(b)	(c)=(a)*(b)
1.	Supply, Install, Configure Fortigate 201F UTM's (as specified in Appendix-7), along with 5 years of 24*7 Premium support		4	
2.	Supply, Install, Configure Fortianalyzer along with 5 years of 24*7 support		1	
Grand Total in (Rs)				

Note:

- The above rates are inclusive of packing, forwarding, freight, insurance, commissioning, warranty or any other charges.
- The total cost column will be used for evaluation of the tender for determining the L1 cost.

Appendix-4 – Undertaking on being not blacklisted

(To be submitted in firm/ company letter head)

This is to certify that << COMPANY NAME >> is not blacklisted by Government of Karnataka or any of its agencies for any reasons, whatsoever and not blacklisted by Central / any other State / UT / Government, or its agencies for indulging in corrupt, or fraudulent practices or deficiencies of services or for indulging in unfair trade practices as on date of submission of bid.

I/We also hereby declare that information furnished in this Tender is true, complete and correct to the best of my knowledge and belief. I undertake that in the event of any information being found false or incorrect at any stage, my bid shall be liable to be cancelled/ terminated without any notice or compensation in lieu thereof along with any legal proceedings against.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory)

Name :
Designation :
Date :
Place :

Appendix-5 – Format for Declaration of Acceptance of Terms and Conditions in RFP

(in firm/ company letter head)

To,
The Commissioner,
Department of Treasuries
5th & 6th Floor, KPCL Green Building
#3 Palace Road, Bengaluru-560001

Sir/Madam,

Subject: RFP for procurement of firewall

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP document [No.] regarding RFP for procurement of firewall

I/We also hereby declare that information furnished in this Tender is true, complete and correct to the best of my knowledge and belief. I undertake that in the event of any information being found false or incorrect at any stage, my bid shall be liable to be cancelled/ terminated without any notice or compensation in lieu thereof along with any legal proceedings against.

I declare that all the provisions of this RFP/Tender Document are acceptable to my company. There are no deviations. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory)

Name :
Designation :
Date :
Place :

Appendix-6 – Format for Undertaking on litigation(s)

(To be submitted in firm/ company letter head)

This is to certify that << COMPANY NAME >> is not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP.

We also hereby declare that information furnished in this Tender is true, complete and correct to the best of my knowledge and belief. I undertake that in the event of any information being found false or incorrect at any stage, my bid shall be liable to be cancelled/ terminated without any notice or compensation in lieu thereof along with any legal proceedings against.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory)

Name :
Designation :
Date :
Place :

Appendix-7 – Technical Specifications

Sl. No.	Item Name/Description
1.	18 x GE RJ45 (including 1 x MGMT port, 1 X HA port, 16 x switch ports), 8 x GE SFP slots, 4 x 10GE SFP+ slots, NP6XLite and CP9 hardware accelerated, 480GB on board SSD storage. SFP modules as required shall be populated.
2.	Enterprise Protection (IPS, Advanced Malware Protection, Application Control, Web & Video Filtering, Antispam, Security Rating, IoT Detection, Industrial Security, Forti Converter Svc, and FortiCare Premium)
3.	Redundant power supplies for the proposed UTM's.
4.	FORTIANALYZER - A dedicated VM to be proposed with the solution for logging, analysis, and reporting into a single system, delivering increased knowledge of security events throughout the network for centralized security event analysis, forensic research and reporting

Please Note –

- a) Datasheet for the UTM's proposed shall be provided. The compliance sheet submitted should clearly map the specifications with the datasheet for each of the equipment.
- b) All necessary software shall be provided with all the required licenses & management software as applicable to meet all the RFP requirements.

Appendix-8 – Format of Performance Bank Guarantee

PERFORMANCE GUARANTEE

Ref:

Bank Guarantee No:

Date:

To

The Commissioner,

Department of Treasuries

5th & 6th Floor, KPCL Green Building

#3 Palace Road

Bengaluru-560001

1. Against contract vide Advance Acceptance of the Tender No.<Tender Number dated DD/MM/YYYY> pertaining to “RFP for procurement of firewall” (hereinafter called the said 'contract') entered into between the Department of Treasuries, Government of Karnataka, (hereinafter called the DoT) and M/s. _____, a Company incorporated under the Companies Act, and having its Registered Office at(hereinafter called the Bidder) this is to certify that at the request of the Bidder we (name of the Bank / Branch) a body corporate constituted under the Banking Companies [Acquisition and Transfer of Undertakings] Act, 1970 and having its, Registered Office at..... and a branch office at are holding in trust in favour of the DoT, an amount of Rs.....(Rupeesonly)

to indemnify and keep indemnified the DoT against any loss or damage that may be caused to or suffered by the DoT by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the DoT, whether by any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the DoT shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the DoT.

2. We (Name of the Bank /Branch)..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____(Name of the Bank /Branch) by virtue of this guarantee before the said date, the same shall be enforceable against us(Name of the Bank/Branch) notwithstanding the fact that the same is enforced **within three months** after the said date, provided that notice of any such claim has been given to us(Name of the Bank/Branch) by the DoT before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the DoT.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we..... (Name of the Bank / Branch) undertake not to revoke this guarantee during its currency without the consent in writing of the DoT.

4. We undertake to pay to the DoT any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

6. We(Name of the Bank / Branch) further agree that the DoT shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the DoT against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we,(Name of the Bank / Branch) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the DoT to the said Bidder or for any forbearance and or omission on the part of the DoT or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed of Rs..... (Rupees in words only)

ii). The Bank Guarantee shall be valid up to; and;

iii) We..... (Name of the Bank / Branch) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

Authorised Signatory of the Bank

Signature

Full name/designation/ Address of the official and date

WITNESS NO. 1

Signature

Full name/designation/ Address

WITNESS NO. 2

Signature

Full name/designation/ Address

Appendix-9 – Details of the Bidder

Sl. No.	Particulars	Details		
1.	Name of the Bidder			
2.	Address of the Bidder			
3.	Status of the Company (Public Ltd/ Pvt. Ltd)			
4.	Details of Incorporation of the Company	Date:		
		Ref. #		
5.	Details of Commencement of Business	Date:		
		Ref. #		
6.	Valid GST no.			
7.	Permanent Account Number (PAN)			
8.	Name & Designation of the contact person to whom all references shall be made regarding this tender			
9.	Telephone No. (with STD Code)			
10.	E-Mail of the contact person			
11.	Mobile No. of the contact person			
12.	Website			
13.	Financial Details (as per audited Balance Sheets) (in Cr)			
14.	Year	2019-2020	2020-2021	2021-2022
15.	Net Worth			
16.	Turn Over			
17.	PAT			

Appendix –10 – Manufacturer Authorization Form (MAF)

Date:

To
The Commissioner,
Department of Treasuries
5th & 6th Floor, KPCL Green Building
#3 Palace Road
Bengaluru-560001

Subject: Manufacturer Authorization for Tender No _____.

Madam/Sir,

We would like to authorize M/s..... who is a business associate/partner of <OEM> in India to participate in the above tender, and execute the same if awarded.

We hereby extend our full support as per terms and conditions of the tender and the contract for the services offered against this invitation for tender offer by the M/s.....

We hereby commit to the tender terms and conditions and will not withdraw our commitments during the process and or during the period of contract.

Thanking You

For < OEM>
< (Authorized Signatory)>

“Name of the person”
& “Designation”

Appendix-11 – Undertaking for End of Support

Date:

To
The Commissioner,
Department of Treasuries
5th & 6th Floor, KPCL Green Building
#3 Palace Road
Bengaluru-560001

Subject: End of Support Letter

Reference: Tender Number –

Madam/Sir,

We <OEM> ensure that the devices quoted <Device Name and Model> for the above referenced tender will not be declared end of Support for a period of 5 years from the date of Supply.

Thanking You

For < OEM>
< (Authorized Signatory)>

Appendix-12 – Compliance to GO FD 455 Exp-12, 2020 dated 25-08-2020

To
The Commissioner,
Department of Treasuries
5th & 6th Floor, KPCL Green Building
#3 Palace Road
Bengaluru-560001

Subject: Compliance to GO FD 455 Exp-12, 2020 dated 25-08-2020

Reference: Tender No. _____

Madam/Sir,

We/ I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India I certify that this bidder is not from such a country or if from such a country, has been registered with the Competent Authority hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered “(Where applicable evidence of valid registration by the Competent Authority shall be attached)

Thanking you,

Yours faithfully

(Signature of the Authorized signatory)

Name :

Designation :

Date :

Place :

Annexure - I : Schedule of Requirement & Technical specification

Supply, Install and Configuration of 4 numbers of Fortigate 201F Unified Threat Management (UTM) with all modules, along with 5 years of 24*7 support from the date of successful implementation of UTM's as mandated in the **DOT-GOK** tender.

Technical Specifications

Sl. No.	Item Name/Description
5.	18 x GE RJ45 (including 1 x MGMT port, 1 X HA port, 16 x switch ports), 8 x GE SFP slots, 4 x 10GE SFP+ slots, NP6X Lite and CP9 hardware accelerated, 480GB on board SSD storage. SFP modules as required shall be populated.
6.	Enterprise Protection (IPS, Advanced Malware Protection, Application Control, Web & Video Filtering, Antispam, Security Rating, IoT Detection, Industrial Security, Forti Converter Svc, and FortiCare Premium)
7.	Redundant power supplies for the proposed UTM's.
8.	FORTIANALYZER - A dedicated VM to be proposed with the solution for logging, analysis, and reporting into a single system, delivering increased knowledge of security events throughout the network for centralized security event analysis, forensic research and reporting

Please Note -

- a) Datasheet for the UTM's proposed shall be provided. The compliance sheet submitted should clearly map the specifications with the datasheet for each of the equipment.
- b) All necessary software shall be provided with all the required licenses & management software as applicable to meet all the RFP requirements.

Annexure- II : Evaluation Process

- (i) All the bidders who fulfil the minimum eligibility conditions of this EOI shall be further evaluated on the price quoted and the selection of partner will be done on L1 (Lowest bid) basis.
- (ii) The evaluation shall be inclusive of quoted GST rates and bidder will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. "GST rates as applicable, Vendor should furnish break up of GST rate" for items
- (iii) The bidders are required to quote as per the BoQ attached in the tender and upload the same.
- (iv) Blank or omitted items will be considered 'Nil' and treated as having Zero value. However, bidder is bound to provide all items as per the BoQ as per the terms and conditions of this EOI and **DOT-GOK** tender, without any extra cost to RailTel.
- (v) In the annexure - I the bidders are requested to quote above/below/ at par for the percentages for each of the line item. The offer will be considered for all the line items put together as a whole and not as per the individual item wise.
- (vi) Rates quoted against each schedule in above should be inclusive of basic rate, including GST, Freight, Insurance, all taxes and any other charges or cost quoted by the tenderer.
- (vii) The engineer - in - charge can change i.e. add or delete or modify the location/ station/ Quantity/ materials as per the Railway requirement during the execution of the work. Detailed Technical specification are given in the Tender document.
- (viii) The bidders are required to meet all eligibility criteria mentioned in this tender document and financial bids of eligible bidders will be opened.
- (ix) Non- conformities between Figures and Words - If there is a discrepancy between words and figures, the amount in words shall be prevail.
- (x) Priority, if any, for selection of partner will be provided as per RailTel's Business Associates policy and Agreed terms of Empanelment LOI/Agreement.

Annexure-III : Bid Security Form

(To be submitted on the Firm Letter Head)

BID SECURITY (EMD) DECLARATION

I/We, M/s am/are aware that I/We have been exempted from submission of Bid Security/Earnest Money Deposit in lieu of this Bid Security Declaration. I/We understand and accept that if I/We withdraw my/our bid within bid validity period or if awarded the tender and on being called upon to submit the Performance Guarantee/Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, I/We i.e., the bidder shall be banned from submission of bids in any Works/Service Tender issued by RailTel Corporation of India Limited for a period of 12 months from the date of such banning.

Signature of the Bidder and stamp

Annexure IV: Format for COVERING LETTER

(To be submitted on the Firm's Letter Head)

Eol Reference No:

Date:

To,

RailTel Corporation of India Ltd.

No-6/1, 12th Main, Opp-Mount Carmel College,
Vasanthnagar, Bangalore 560052

Sir/Madam,

Subject: Eol for procurement of firewall

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned bidder/s, having read and examined in detail all the bidding documents in respect to the RFP for procurement of firewall, do hereby propose to provide our services as specified in Tender.

Technical Response

We confirm having submitted the information as required by you in your Request for Proposal document. In case you require any other further information/documentary proof in this regard for evaluation of our bid, we agree to furnish the same in time to your satisfaction.

Deviations

We declare that all the services shall be performed strictly in accordance with the bid documents and there are no deviations from the requirements mentioned in this RFP

Performance Bank Guarantee

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee in the form prescribed in the RFP.

Validity of this Bid

We agree to abide by this tender response for a period of 180 days after the date of opening of bids prescribed by the DoT, GoK and it shall remain binding upon us with full force and virtue, until, within this period, a formal contract is prepared and executed. This tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and DoT.

We undertake, if our proposal is accepted, to adhere to the implementation plan for the Proposed System at DoT put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and DoT or its appointed representatives.

We also hereby declare that information furnished in this Tender is true, complete and correct to the best of my knowledge and belief. I undertake that in the event of any information being found false or incorrect at any stage, my bid shall be liable to be cancelled/ terminated without any notice or compensation in lieu thereof along with any legal proceedings.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

We hereby Submit EMD amount of Rs. _____ issued vide _____ from Bank _____.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory)

Name :
Designation :
Phone No. :
Email id :
Date :

Authorized Signatory
Name & Designation

Annexure V : Format for Self-Certificate & Undertaking

Self-Certificate (To be on company letter head)

EoI Reference No:

Date:

To,

RailTel Corporation of India Ltd.

No-6/1, 12th Main, Opp-Mount Carmel College,
Vasanthnagar, Bangalore 560052

Dear Sir,

Sub: Self Certificate for Tender, Technical & other compliances

- 1) Having examined the various Technical specifications in the EOI, we hereby confirm that we meet all specification.
- 2) We _____ agree to abide by all the technical, commercial & financial conditions of the **DOT-GOK** Tender No. COT/PROC/43/2022-23 pertaining to the portion against which the we have quoted in this EOI on back-to-back basis. We understand and agree that RailTel shall release the payment to selected partner after the receipt of corresponding payment from end client **DOT-GOK** by RailTel. Further we understand that in case selected partner fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected partner.
- 3) We agree to abide by all the technical, commercial & financial conditions of the **DOT-GOK** Tender No. COT/PROC/43/2022-23 pertaining to the portion against which the bidder has quoted in this EOI on back-to-back basis.
- 4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end to end requirement mentioned in the **DOT-GOK** Tender No. COT/PROC/43/2022-23 pertaining to the portion against which the bidder has quoted in this EOI. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned **DOT-GOK** Tender No. COT/PROC/43/2022-23 pertaining to the portion against which the bidder has quoted in this EOI .
- 5) We hereby undertake to work with RailTel as per **DOT-GOK** tender terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Eligibility Criteria as required in the **DOT-GOK** terms and conditions like technical certificates, OEM compliance documents.

Authorized Signatory
Name & Designation

Annexure-VI: Details of the Bidder

Sl. No.	Particulars	Details
18.	Name of the Bidder	
19.	Address of the Bidder	
20.	Status of the Company (Public Ltd/ Pvt. Ltd)	
21.	Details of Incorporation of the Company	Date:
		Ref. #
22.	Details of Commencement of Business	Date:
		Ref. #
23.	Valid GST no.	
24.	Permanent Account Number (PAN)	
25.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
26.	Telephone No. (with STD Code)	
27.	E-Mail of the contact person	
28.	Mobile No. of the contact person	
29.	Website	
30.	Financial Details (as per audited Balance Sheets) (in Cr)	
31.	Year	<div style="display: flex; justify-content: space-around;"> 2019-2020 2020-2021 2021-2022 </div>
32.	Net Worth	
33.	Turn Over	
34.	PAT	

Authorized Signatory
Name & Designation

Annexure- VII : Turnover Details**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that the annual turnover furnished by << COMPANY NAME >> for last 3 years i.e. 2019-20, 2020-21 and 2021-22 from the sale of IT Hardware is as below. This is as per the Statement of Accounts which has been duly verified by me and found correct.

Financial year	Total Turnover of the Company (Rs.)	Total Turnover from sale of IT Hardware (Rs.)
2019-20		
2020-21		
2021-22		

Place:

Date:

Seal & Signature of
Chartered Accountant

Annexure-VIII : For Undertaking for not Being Blacklisted/Debarred

<To be printed on Non-judicial stamp paper of INR 100/- and duly attested by notary public>

Undertaking for not Being Blacklisted/Debarred

To,

RailTel Corporation of India Ltd.

No-6/1, 12th Main, Opp-Mount Carmel College,
Vasanthnagar, Bangalore 560052

Subject: Undertaking for not Being Blacklisted/Debarred

This is to certify that << COMPANY NAME >> is not blacklisted by Government of Karnataka or any of its agencies for any reasons, whatsoever and not blacklisted by Central / any other State / UT / Government, or its agencies for indulging in corrupt, or fraudulent practices or deficiencies of services or for indulging in unfair trade practices as on date of submission of bid.

I/We also hereby declare that information furnished in this Tender is true, complete and correct to the best of my knowledge and belief. I undertake that in the event of any information being found false or incorrect at any stage, my bid shall be liable to be cancelled/ terminated without any notice or compensation in lieu thereof along with any legal proceedings against.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal

Annexure-IX: Undertaking for setting up the Local Office in India

<To be printed on the company letter head>

To,

RailTel Corporation of India Ltd.

No-6/1, 12th Main, Opp-Mount Carmel College,
Vasanthnagar, Bangalore 560052

Dear Sir,

Sub: Declaration for setting up a local office in ABCDEFXX

I, <Name>, <Designation> authorized representative of <Name of the Bidder>, hereby solemnly confirm that the Company has registered office in <Address>. I hereby declare that we do not have local office in India. However, we agree to set up a local office in the state of ABCDEFXX in the event of being declared the successful bidder within 1 month from the Date of execution of the contract.

In the event of not setting up a local office within 1 month, RailTel Corporation of India Ltd. reserves the right to terminate the Contract without any compensation to the Company.

Thanking you,
Yours faithfully,

Sign of Authorized Signatory

Name and Designation of Authorized
Signatory

Company Seal

Place:
Date:

**Annexure-X : Format for Self-Certification regarding Local Content (LC)
for Telecom Product, Services or Works**

<To be printed on the company letter head>

Dt :

I -----S/o -----Resident of -----do hereby
solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of the Department of Promotion of Industry and Internal Trade (DPIIT), Government of India issued vide Notification No: P-45021/2/2017-PP (BE- II) dated 16-09-2020.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Promotion of Industry and Internal Trade (DPIIT), Government of India for the purpose of assessing the LC.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Promotion of Industry and Internal Trade (DPIIT), Government of India and I will be liable as under clause 9 (f) of **Public Procurement (Preference to Make in India) Order 2020**.

I agree to maintain all information regarding my claim for LC in the Company's record and shall make this available for verification to any statutory authorities for minimum two years

1. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity):
2. Date on which this certificate is issued:
3. Telecom Product/Services/Works for which the certificate is produced:
4. Procuring agency to whom the certificate is furnished:
5. Percentage of LC claimed:
6. Name and contact details of the unit of the manufacturer:
7. Total Bill of Material:

For and on behalf of -----(Name of the firm/entity)

Authorized signatory to be duly signed by Board of directors

Name Designation and Contact Number of the bidder

Annexure-XI : Compliance to GO FD 455 Exp-12, 2020 dated 25-08-2020

RAILTEL CORPORATION OF INDIA LIMITED

No-6/1, 12th Main,
Opp-Mount Carmel College,
Vasanthnagar, Bangalore 560 052

Subject: Compliance to GO FD 455 Exp-12, 2020 dated 25-08-2020

Reference: Tender No. _____

Madam/Sir,

We/ I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India I certify that this bidder is not from such a country or if from such a country, has been registered with the Competent Authority hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered “(Where applicable evidence of valid registration by the Competent Authority shall be attached)

Thanking you,

Yours faithfully

(Signature of the Authorized signatory)

Annexure- XII : Format for Undertaking on Litigation(s)

(To be submitted in firm/ company letter head)

This is to certify that << COMPANY NAME >> is not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP.

We also hereby declare that information furnished in this Tender is true, complete and correct to the best of my knowledge and belief. I undertake that in the event of any information being found false or incorrect at any stage, my bid shall be liable to be cancelled/ terminated without any notice or compensation in lieu thereof along with any legal proceedings against.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory)

Annexure-XIII: Self Certification on PMA

(Format for Affidavit of Self Certificate regarding Domestic Value Addition in quoted items on INR 100/- Stamp Paper.)

Date:

I S/o,D/o,W/o _____resident of do hereby solemnly affirm and declare as under.

That I will agree to abide by the terms and conditions of the policy of the Government of India issued vide File No. 33(3)/2013-IPHW dated 23rd December 2013, 33(3)/2013-IPHW dated 16th November 2015, DoT letter dated 5th October 2012, No. P-45021/2/2017-B. E-II Dated 15th June 2017, No. P- 45021/2/2017-PP(BE-II) dated 28th May 2018, No.18-10/2017-IP dated 29th August 2018, Policy no. is P-45021/2/2017-PP (BE-II) dated 29th May 2019, No. 18-04/2019-IP 19th February 2020, **No. P-45021/2/2017-PP(BE-II) dated 4th June 2020** and any order issued time to time with regard PMA order should be adhered.

That the information furnished hereinafter are correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring agency or any authority so nominated by the Ministry of Electronics and Information Technology, Government of India for the purpose of assessing domestic value addition.

That the domestic value addition for all inputs which constitute the quoted item(s) has been verified by me and I am responsible for the correctness of the claims made therein.

That in event of the domestic value addition of the quoted product is found to be in correct and not meeting the prescribed domestic value addition norms, based on assessment of an authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing domestic value addition. I will be disqualified from any Government Tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all the conditions referred to in the notification issued vide File No.33(3)/2013-IPHW dated 23rd December 2013, 33(3)/2013-IPHW dated 16th November 2015, DoT letter dated 5th October 2012, No.P-45021/2/2017-B.E-II Dated 15th June 2017, No. P-45021/2/2017-PP(BE-II) dated 28th May 2018, No.18-10/2017-IP dated 29th August 2018, Policy no. is P-45021/2/2017-PP (BE-II) dated 29th May 2019, No. 18-04/2019-IP 19th February 2020, No. P-45021/2/2017-PP(BE-II) dated 4th June 2020 and any order issued time to time with regard PMA order, wherein preference to domestically manufactured electronic products in Government procurement is provided and that the procuring agency is hereby authorized to forfeit and adjust my EMD and other security amount toward such assessment cost and I undertake the balance, if any forth with.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available to any statutory authorities.

1. Name and details of domestic Manufacturer (Registered office, Manufacturing unit location, nature of legal entity)
2. Date on which this certificate issued
3. Electronic Product for which the certificate is produced

4. Procuring agency to whom the certificate is furnished
5. Percentage of domestic value addition claimed
6. Name and contact details of the unit of the manufacturer
7. Sale price of the product
8. Ex-factory price of the product
9. Freight, insurance, and handling
10. Total Bill of Material
11. List and total cost value of inputs used for manufacture of the domestic product
12. List and total cost value of inputs which are domestically sourced. Please attach the certificate from supplier if the input is not in-house
13. List and total cost value of inputs imported, directly or indirectly.

For and on behalf of (Name of firm/entity)

Authorized Signatory (To be duly authorized by Board of Directors)

Name

Designation

Contact No.

Annexure-XIV: Non-Disclosure Agreement (NDA) Format

CONFIDENTIAL AND MUTUAL NON- DISCLOSURE AGREEMENT

THIS AGREEMENT MADE ON THIS _____ DAY OF _____, 2020 AT

BETWEEN

_____ a company incorporated in India under the provisions of the Companies Act, 1956 and having its Registered Office at (Hereinafter referred to as "Company") represented by its Managing Director / CEO Mr./Ms _____ duly authorized for the same which expression shall unless repugnant to the meaning or context thereof be deemed to mean and include, its Directors, affiliates, successors and permitted assigns of the **FIRST PART**

AND

RailTel Corporation of India Limited, is a Government of India undertaking under the Ministry of Railways duly incorporated under the provisions of the Companies Act, 1956 and having its registered office and Corporate office at Plat-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi- 110023 (hereinafter referred to as "RailTel") , represented by Dy. General Manager/Law & CS Mr. J.S. Marwah duly authorized for the same which expression shall mean and include unless repugnant to the context, its successors, representative and permitted assigns of the **SECOND PART**

WHEREAS

- A. Company is poised to provide _____ services to _____ for _____ project.
- B. RAILTEL is a Public Sector Undertaking (PSU under the Ministry of Railways), setup inter alia to exploit Indian Railway's large telecom infrastructure.
- C. COMPANY and RAILTEL are working-out/ negotiating a possible commercial and strategic business relationship (hereinafter Purpose).
- D. During the course of the above negotiations RAILTEL and COMPANY (including their affiliates may in conjunction with the purpose and for their mutual benefit, disclose to each other certain information being proprietary and/or of confidential nature, and/or RAILTEL and COMPANY may receive and share or be grant access by the other to such confidential and/or proprietary information which is considered trade secret, proprietary, confidential and/ or sensitive.
- E. The parties and its affiliates wish to ensure the protection and secrecy of their respective confidential information which may be disclosed, received or granted access to by the other party and wish to reduce to writing, their agreement in this respect.

NOW THEREFORE in consideration of the mutual promises, covenants and representations recorded herein by the parties hereto and such additional promises and understanding as are hereinafter set forth, the parties agree as follows:

1) Definition

For the purpose of this agreement, the term ‘Confidential Information’ shall mean and include any information or data of a scientific, technical, commercial or financial nature disclosed by the Disclosing party to the Receiving Party or which is obtained by a party from the other whether in writing, pictorially, in machine readable form, on disc, mail or orally, or by any other means/ modes of disclosure and including without limitation any information contained in any written or printed document, hardware, firmware and software, information related to technology and business activities (including, but not limited to, communication systems, telecommunication, business outlooks, revenue, pricing, trade secrets), computer programs, software (including, without limitations, code, software output, screen displays, file hierarchies and user interfaces), formulas, data, inventions, techniques, technology, know-how, processes, ideas, (whether patentable or not), schematics, specifications, drawings, product designs, product plants, programming, services, strategies, third party confidential information, and corporate and personnel statistics, customer lists (potential or actual) and other customer-related information, supplier information, sales statistics, market intelligence, marketing, business working, operations, parent, subsidiaries, affiliates and other business strategies and other commercial information of a confidential nature.

(a) The party disclosing the Confidential Information is referred herein to as “Disclosing Party” and the party to which such Confidential Information is disclosed is referred to herein as “Recipient Party”.

(b) “Affiliate” of the Party shall mean the Company or other person who or which is either controlled by the respective Party or who controls the respective Party or who or which is controlled by same person/ entity who controls the respective Party, either by way of significant shareholding, voting rights or technical collaboration whether directly or indirectly through its affiliate.

2) Neither party shall be required to disclose any particular information (including but not limited to Confidential Information) to the other and disclosure of any such information shall be entirely voluntary and at the sole discretion of the parties and to the extent deemed necessary by it and is not intended to, and shall not, create any contractual or other relationship or obligation of any kind beyond the terms of this Agreement nor any provision or disclosure of information (including but not limited to Confidential Information) as contemplated hereunder, shall be construed as creating, conveying, transferring by one party on the other any rights, license or authority in or to the information provided. The parties hereto shall use the Confidential Information only for the limited purpose of exploring/ finalizing the possible business relationship between the parties hereto and for no other purpose whatsoever.

- 3) Both the parties acknowledge and understand that any exchange of Confidential Information of any nature shall not commit or bind the other to enter into a contract or otherwise and that neither party shall rely on any information provided by the other as a commitment or an inducement to act or not to act in any given manner. Further neither party shall be liable to the other in any manner whatsoever for any decisions, obligation, costs or expenses incurred, changes in business practices, plans, organization, products, services or otherwise of the other, as a result of this Agreement or any exchange of Confidential Information hereunder.
- 4) Both the Parties agrees and undertake to regard and preserve as Confidential Information provided by each to the other or which may be disclosed, received or granted access to by either party or come to the knowledge of either party in any manner in connection with the negotiations for the possible business relationship.
- 5) (a) In maintaining the Confidential Information hereunder both parties agree that they shall not, without first obtaining the written consent of the other, disclose or make available to any person, firm or enterprise, reproduce or transmit, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except that either party may disclose any Confidential Information to its Directors, officers, employees, or advisors on a "need to know" basis to enable them to evaluate such "Confidential Information" in connection with the negotiation for the possible business relationship between the Parties hereto.

(b) Both parties shall ensure that the said employee(s) and / or the said person(s) shall maintain confidentiality with regard to the disclosed Confidential Information, if any, and shall issue two suitable instructions and/or get two suitable written undertakings or agreements executed to binds its employees and/or the said person(s) to the same obligations of confidence and safeguarding as the parties hereto and to adhere to the confidentiality/ non-disclosure terms contained in this Agreement.

(c) Save and except for the purposes mentioned in clause (a) above both parties further agree that neither party will part with/ disclose any "Confidential Information" received by it to any other person directly or indirectly nor make copy(s) or reproduce in any way (including without limitation store in any computer or electronic system any written material/ documents containing "Confidential Information" and such written material/ documents will be retained under strict confidentiality by the receiving party.

(d) Both parties further agree that the confidential information which may pertain to or touch upon any regulatory aspects and/or dealings of either party with any statutory / government/ related agencies/ bodies, whether the said information is received verbally or in writing, will not be disclosed in any manner, either directly or indirectly, to any other persons except to its Directors, employees or advisors on a strictly 'need to know' basis.

(e) 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.

- 6) It is mutually acknowledged and agreed that information shall not be considered "Confidential Information" to the extent, that such information : (a) at the time of disclosure was in the public domain or (b) is already known to the receiving party free of any confidentiality obligation at the time it is obtained from other party; or (c) after disclosure is or becomes publicly known or available through no wrongful act of the receiving party; or (d) is rightfully received from a third party without restriction or (e) is approved for release, disclosure, dissemination or use by written authorization from the Disclosing Party; or (f) is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely prior written notice of such requirement and provide all reasonable co-operation in regard to taking protective action against such disclosure requirement; or (g) is disclosed after expiry of 5 (five) years from the date of expiry or earlier termination of this agreement.

However, before any party discloses any Confidential Information under clause 6, either party (to the extent permitted by law) uses its best endeavour to:

- (a) Inform other party of any circumstances and the information that will be disclosed
- (b) Give the other party a copy of a legal opinion indicating that disclosure is necessary
- (c) consult with the other party as to possible steps including without limitation, protective orders, or other appropriate remedy to avoid or limit disclosure and take those steps where they would not result in significant adverse consequences to the other party and
- (d) Gain assurances as to the confidentiality from the body to whom the information is to be disclosed.

If either party is unable to inform the other party before confidential information is disclosed, it will (to the extent permitted by law) inform the other party of the full circumstances of the disclosure and information that has been disclosed immediately after disclosure.

- 7) Both parties further agree and undertake not to disclose the information marked "Confidential Information" of the other to their agents or contractors without prior written approval from the other and without having first obtained from each agent or contractor a separate written agreement or undertaking binding them to the same obligations of confidence and safeguarding.
- 8) The parties further recognize that it may be necessary or appropriate for COMPANY to disclose Confidential Information to other Group Companies not named herein. For this purpose, COMPANY guarantees the observance and proper performance of other Group Company to whom Confidential Information is disclosed as above, of the terms and conditions of this agreement.

- 9) Both parties further agree to indemnify and keep indemnified each other against all actual loss and damage which the Disclosing Party may suffer because of any breach of this agreement by the Recipient Party of the Confidential Information. Always provided that
- a. the Disclosing Party shall forthwith give written notice to the recipient Party of the loss and damage; and
 - b. the Recipient Party shall be furnished with satisfactory documentary evidence of such actual loss and damage.

- 10) Both parties further agree that upon termination/ expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party the Recipient Party shall promptly (and in any case, within 15 days of request), deliver to the Disclosing Party all copies of the Confidential Information in its possession or under its direct or indirect control or shall destroy all memoranda, notes and other writings prepared by the recipient party or its affiliates, Directors, officers, employees or advisors to the extent the same are based on the confidential information with a written statement to the effect that upon such return the Receiving Party has not knowingly retained in its possession or under its control, either directly or indirectly, any Information or copies of such (other than Confidential Information embedded in the Receiving Party's records).

The confidentiality obligations set out herein above shall survive any such return or destruction of Information. Further The provisions set out herein above shall not apply to copies of electronically exchanged Information made as a matter of routine information technology backup and to Information or copies thereof which must be stored by the receiving Party, its Affiliates or its advisers according to provisions of mandatory law, provided that such Information or copies thereof shall be subject to an indefinite confidentiality obligation according to the terms and conditions set forth herein.

- 11) Both parties acknowledge that the confidential information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties which afford them certain competitive and strategic advantage. Accordingly neither party will use the confidential information or strategies, plans, business activities, methods, process, information, and /or competitive and strategic advantage to the other.

12. Each party understands that the other party may currently or in the future be developing information internally, or receiving information from third parties that may be similar to the "confidential Information" Accordingly, nothing in this agreement will be construed as a representation or inference that either party will not develop products, or have products developed for it, or enter into joint ventures, alliances, or licensing arrangements that, without violation of this agreement, compete with the products or systems embodying the "confidential Information".

13. Except as specifically provided herein, disclosure of confidential information by either party pursuant hereto shall not be deemed to grant to the Recipient party, any rights, interest or property in such confidential information and accordingly both parties agree that they will not directly or indirectly claim or submit any application for grant of any patent, copyright, design right or other intellectual property Rights in, to or on the basis of the confidential information.
14. The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly notwithstanding anything contained in clause 18 hereof, the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach : provided , however, no specification in this confidentiality Agreement of a specific legal or equitable remedy shall be construed as a waiver or prohibition of any other legal or remedies in the event of a breach or threatened breach of this Agreement and the remedies specified herein shall be in addition to all other reliefs and remedies available to the parties under prevailing laws.
15. No failure or delay be either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement of any right, remedy or power preclude any single or partial exercise or enforcement thereof or the exercise or enforcement of any of any other right, remedy or power.
16. Each Party acknowledges that the other Party makes no representation or warranty as to the accuracy or completeness of any of the Information furnished by or on its behalf. Only those representations and warranties which are made in a final definitive agreement relating to the purpose of the disclosure of the Information will have legal effect.

Each party represents and warrants to the other that it is a corporation duly organised and validly existing in the jurisdiction of its incorporation. Each party represents that it has full corporate power and authority to enter into this Agreement and to do all things necessary for the performance of this Agreement. The Disclosing Party warrants that the Confidential Information has not been provided in breach of any other agreements having legal binding of any nature with the third party(s).

Unless documented and agreed otherwise in respect of any individual disclosure of Confidential Information, each party warrants that it will use its best endeavours to ensure that any Confidential Information it discloses or it intends to disclose to the other party under the provisions of this agreement is complete and accurate but PROVIDED ALWAYS that the disclosing party has exercised such best endeavours:

The parties acknowledge that:

- (a) such Confidential Information as is disclosed by the Disclosing party under this Agreement is accepted by the Receiving Party it at its own risk; and

(b) it releases the Disclosing party from all claims, actions, and suits in relation to such Confidential Information (including its use under this Agreement).

17. This agreement will be governed by the laws of India and jurisdiction shall be exclusively vested in the courts at New Delhi, India only.
18. If any matter arises between the parties about this agreement, then the parties shall meet to discuss the matter and shall negotiate in good faith to endeavour to resolve the matter arising the matter, however.
 - a. If any matter arising has not been resolved by the parties within thirty (30) days after the date the party raising the matter gave notice of it to the other party: then
 - b. the matter shall be submitted by either party to Arbitration. Arbitration shall be held in New Delhi, India. The arbitration shall be conducted as per the provisions of Indian Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof.
 - c. Each party to the dispute shall appoint one Arbitrator each and the two Arbitrators shall appoint the third or the presiding Arbitrator. The arbitration proceedings shall be conducted in the English language. The courts of law at New Delhi, India alone shall have the jurisdiction. The arbitration award shall be final and binding upon the parties and judgement may be entered thereon, upon the application of either party to a court having jurisdiction.
 - d. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides.
19. This agreement shall not be assignable or transferable by either party without the written consent of the other party.
20. No license to a Party hereto, under any trademark, patent, copyright or any other intellectual property right, is either granted or implied by the conveying of Information to such party.
21. This agreement shall remain valid for a period of 3 (three) years from the date of execution of this Agreement which term may be extended by mutual consent in writing of both the parties. This agreement may be terminated by either party by giving 30 (thirty) days' notices in writing to the other party without assigning any reason whatsoever. However, the obligations of each party hereunder shall survive the termination or earlier determination or expiry of this Agreement and shall continue and be binding upon the parties irrespective of whether the discussion between the parties materialize into a specific understanding/business relationship or not for a further period of 5 (five) years after termination / expiry of the agreement.
22. All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by registered post or by commercial courier, addressed as follows:

To Company: Mr/Ms _____

To RAILTEL:

Attn: Mr. J. S. Marwah

RailTel Corporation of India Limited, Plat-A, 6th Floor,
Office Block Tower-2, East Kidwai Nagar, New Delhi- 110023

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of

facsimile transmission must be sent by registered post, by commercial carrier, or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of four days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

23. This agreement supersedes all prior discussions and writings with respect to the confidential information and constitutes the entire Agreement between the parties with respect to the subject matter hereof and no modifications of this Agreement or waiver of the terms and conditions hereof shall be binding upon either of the parties hereto, unless approved in writing by an authorized representative of each party. In the event that any of the provisions of this Agreement shall be held by court or other Tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect and this Agreement shall be interpreted and construed accordingly.

24. This Agreement is executed in duplicate, each of which shall be deemed to be the original and both when sent together shall be deemed to form one and single document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year written above.

For

For **RailTel Corporation of India Ltd.**

Sign:

Sign:

Name:

Name:

Title:

Title:

**Annexure - XV PROFORMA FOR SIGNING THE INTEGRITY PACT
(On Stamp Paper of Rs. One Hundred)**

RailTel Corporation of India Limited hereinafter referred to as “The Principal”.

And, here in after referred to as “The Bidder/ Contractor”

Preamble.

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

The principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s) / Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal’s employees involved in the tender process or the

execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during tender process or during the execution of the contract.

The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative should be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers’ as annexed.

The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is annexed.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to be terminated the contract according to Section 3, the Principal shall be

entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6: Equal treatment of all Bidders / Contractors/Subcontractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors, and subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation by Bidder(s) / Contractor(s) / Sub contractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under

contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

6. The Monitor will submit a written report to the CMD, RailTel within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to provide to Independent Directors on the RailTel Board.

8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word 'Monitor' would include both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of RailTel.

Section 10: Other Provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

2. Changes and supplements as well as termination notices need to be made in writing.

3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal) (Office Seal)	(For & On behalf of Bidder/Contractor) (Office Seal)
Place -----	
Date -----	
Witness 1: (Name & Address)	
	----- ----- -----
Witness 2: (Name & Address)	
	----- ----- -----

Annexure- XVI : Format of Performance Bank Guarantee

PERFORMANCE GUARANTEE

Ref:

Bank Guarantee No:

Date:

To

RAILTEL CORPORATION OF INDIA LIMITED

No-6/1, 12th Main,

Opp-Mount Carmel College,

Vasanthnagar, Bangalore 560 052

1. Against contract vide Advance Acceptance of the Tender No.<Tender Number dated DD/MM/YYYY> pertaining to “RFP for procurement of firewall” (hereinafter called the said 'contract') entered into between the Department of Treasuries, Government of Karnataka, (hereinafter called the DoT) and M/s. _____, a Company incorporated under the Companies Act, and having its Registered Office at _____ (hereinafter called the Bidder) this is to certify that at the request of the Bidder we (name of the Bank / Branch _____) a body corporate constituted under the Banking Companies [Acquisition and Transfer of Undertakings] Act, 1970 and having its, Registered Office at _____ and a branch office at _____ are holding in trust in favour of the DoT, an amount of Rs. _____ (Rupees _____ only) to indemnify and keep indemnified the DoT against any loss or damage that may be caused to or suffered by the DoT by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the DoT, whether by any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the DoT shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the DoT.

2. We (Name of the Bank /Branch) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Bidder i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ (Name of the Bank /Branch) by virtue of this guarantee before the said date, the same shall be enforceable against us _____ (Name of the Bank/Branch) notwithstanding the fact that the same is enforced **within three months** after the said date, provided that notice of any such claim has been given to us _____ (Name of the Bank/Branch) by the DoT before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the DoT.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ (Name of the Bank /Branch) undertake not to revoke this guarantee during its currency without the consent in writing of the DoT.

4. We undertake to pay to the DoT any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

6. We(Name of the Bank / Branch) further agree that the DoT shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the DoT against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we,(Name of the Bank / Branch) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the DoT to the said Bidder or for any forbearance and or omission on the part of the DoT or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed of Rs..... (Rupees in words only)

ii). The Bank Guarantee shall be valid up to; and;

iii) We..... (Name of the Bank / Branch) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

Authorised Signatory of the Bank

Signature

Full name/designation/ Address of the official and date

WITNESS NO. 1

Signature

Full name/designation/ Address

WITNESS NO. 2

Signature

Full name/designation/ Address

Annexure-XVII: Past Performance details

Sl.No	Description	Details by the tenderer	Remarks, If any
1	Name of the Work		
2	Value of the work		
3	Letter of Award No and Date		
4	Original Period of completion		
5	Extended period of completion		
6	Portion of work of Video Surveillance System		
7	No of geographically dispersed locations in which work has been done for		
8	No of cities/ towns covered with the network under the above work		

It is certified that the IT Network Infrastructure under the above work has been done in federated.

Annexure- XVIII : Manufacturer Authorization Form (MAF)

Date:

To
RAILTEL CORPORATION OF INDIA LIMITED
No-6/1, 12th Main,
Opp-Mount Carmel College,
Vasanthnagar, Bangalore 560 052

Subject: Manufacturer Authorization for Tender No _____.

Madam/Sir,

We would like to authorize M/s..... who is a business associate/partner of <OEM> in India to participate in the above tender, and execute the same if awarded.

We hereby extend our full support as per terms and conditions of the tender and the contract for the services offered against this invitation for tender offer by the M/s.....

We hereby commit to the tender terms and conditions and will not withdraw our commitments during the process and or during the period of contract.

Thanking You

For < OEM>
< (Authorized Signatory)>

“Name of the person”
& “Designation”

Annexure- XIX : Undertaking for End of Support

Date:

To
RAILTEL CORPORATION OF INDIA LIMITED
No-6/1, 12th Main,
Opp-Mount Carmel College,
Vasanthnagar, Bangalore 560 052

Subject: End of Support Letter

Reference: Tender Number -

Madam/Sir,

We <OEM> ensure that the devices quoted <Device Name and Model> for the above referenced tender will not be declared end of Support for a period of 5 years from the date of Supply.

Thanking You

For < OEM>
< (Authorized Signatory)>

Annexure- XX : Financial Bid Format

Bidders shall quote all-inclusive prices (i.e. price inclusive of taxes and all other expenses).

This price shall be inputted by bidders directly in Karnataka Public Procurement portal.

Sl. No	Item	Unit Cost inclusive of Taxes (Rs)	No of Units	Total Cost inclusive of Taxes (Rs)
		(a)	(b)	(c)=(a)*(b)
3.	Supply, Install, Configure Fortigate 201F UTM's (as specified in Appendix-7), along with 5 years of 24*7 Premium support		4	
4.	Supply, Install, Configure Fortianalyzer along with 5 years of 24*7 support		1	
Grand Total in (Rs)				
Amount in Rs.				

Note:

- c) The above rates are inclusive of packing, forwarding, freight, insurance, commissioning, warranty or any other charges.
- d) The total cost column will be used for evaluation of the tender for determining the L1 cost.