

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI NO. RCIL/SR/ERS/2023-24/EOI/5 DTD. 01-11-2023

Expression of Interest (EOI)

For

“SUPPLY OF SWITCHES FOR KFON FTTH NETWORK”



Issued by:

RailTel Corporation of India Ltd (A Mini-Ratna PSU
under Ministry of Railways) Kerala Territory Southern Region,
1st Floor Eastern Entry Tower Ernakulam Junction
Railway Station Ernakulam, 682016

Disclaimer

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

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

EOI NOTICE

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

EOI NO. RCIL/SR/ERS/2023-24/EOI/5 DTD. 01-11-2023

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs for Selection of Partner for SUPPLY OF SWITCHES FOR KFON FTTH NETWORK (here after referred to as KSITIL), from RailTel Empaneled Business Associates for exclusive TEAMING ARRANGEMENT for the following

“SUPPLY OF SWITCHES FOR KFON FTTH NETWORK “

The details are as under:

KEY INFORMATION

| | |
|--|---|
| Date of EOI Floating | 01-11- 2023 |
| Last date for submission of Bids against EOI | 08-11- 2023 at 17:00 Hours |
| Opening of Bids received against EOI | 08-11- 2023 at 17:30 Hours |
| Number of copies to be submitted | Single stage (Single Packet System) |
| EOI document cost incl tax (non refundable) | Nil |
| Token EMD/EMD at the time of submission of bid | Rs. 5,00,000/- |
| Bid Validity Period | 190 days from the date of Bid opening |
| Bid Submission Mode | Through E-mail to – ers.eoi9@railtelindia.com |

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

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

Important information for Bidding

Earnest Money Deposit (EMD)

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

Bids without token EMD will be summarily rejected.

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

RailTel Bank Details for Submission of EMD / PG:

Union Bank of India, **Account no. 327301010373007**, **IFSC Code: UBIN0805050**.

Demand Draft shall be submitted in favor of RailTel Corporation of India Limited payable at Secunderabad.

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

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

Contact Details for this EOI:

Level: 1 Contact: Shri. Nazeeb KT, Senior Manager

Email: nazeeb@railtelindia.com Contact: +91-9746769883

Level: 2 Contact: Shri. Anoop Jose. A, Jt. General Manager/Ernakulam

Email: anoop@railtelindia.com Contact: +91-974699916

TABLE OF CONTENTS

| SR. NO | DESCRIPTION | PAGE |
|---------------|--|-------------|
| 1. | About RailTel | 8 |
| 2. | Background of EOI | 8 |
| 3. | Scope of Work & Partner Selection | 9 |
| 4. | General Requirements and Eligibility Criteria for Interested Bidders | 14 |
| 5. | Resources to be Deployed | 15 |
| 6. | Proposal Preparation and Submission Cost | 15 |
| 7. | Amendment to EOI Document | 15 |
| 8. | Bid, PG & EMD Key information | 16 |
| 9. | Right to Terminate the Process | 16 |
| 10. | Language of Bid | 16 |
| 11. | Submission of Bid | 16 |
| 12. | Right to Accept / Reject any or all EOI Response | 16 |
| 13. | Payment Terms | 17 |
| 14. | Performance Guarantee (PG) | 18 |
| 15. | Details of Commercial Bid / Financial Bid | 18 |
| 16. | Duration of the Contract Period | 19 |
| 17. | Restriction of 'Transfer of Agreement' | 19 |
| 18. | Suspension, Revocation or Termination of Contract / Agreement | 19 |
| 19. | Dispute Settlement | 20 |
| 20. | Governing Laws | 20 |
| 21. | Statutory Compliance | 20 |
| 22. | Intellectual Property Rights | 21 |
| 23. | Severability | 21 |
| 24. | Force Majeure Clause | 21 |
| 25. | Indemnity | 21 |
| 26. | Limitation of Liability towards RailTel | 22 |
| 27. | Confidentiality cum Non-disclosure | 22 |
| 28. | Assignment | 23 |
| 29. | Insurance | 23 |
| 30. | Exit Management | 23 |
| 31. | Waiver | 24 |
| 32. | Changes in Contract Agreement | 24 |
| 33. | Annexure – 01 (Experience Citation) | 25 |
| 34. | Annexure – 02 (EOI Cover letter) | 26 |
| 35. | Annexure – 03 (Local Content Compliance)-Blank | 28 |
| 36. | Annexure – 04 (Checklist of Documents for Bid Submission) | 29 |
| 37. | Annexure – 05 (Formation for Technical Bid Cover Letter) | 30 |

| | | |
|-----|---|--------|
| 38. | Annexure – 06 (Format for Commercial Bid) | 31 |
| 39. | Annexure – 07 (Technical Compliance) | 33 |
| 40. | Annexure – 8.1 & 8.2 (Price Bid) | 42 |
| 41. | Annexure – 09 (Performa for Performance Bank Guarantee) | 44 |
| 42. | Annexure – 10 (Non-Disclosure Undertaking) | 46 |
| 43. | Annexure – 11 (Pre-Bid Agreement) | 52 |
| 44 | Annexure – 12 (Format for Affidavit) | 62 |
| 45 | KSITIL RFP Document | 63-113 |

Note to Bidders :

1. The response to EOI is invited from **Eligible Empaneled Partners of RailTel only.**
2. All the document must be submitted with proper indexing, page nos and signed in every pages
3. This is an exclusive pre-RFP partnership arrangement with empaneled business associate of RailTel for participating in RCIL/end Customer RFP. Selected partner's authorized signatory has to give an undertaking that they will not submit directly or indirectly their bids and techno-commercial solution/association with any other Organization once selected through this EOI for pre- bid teaming arrangement (before and after submission of bid to prospective customer Organization by RailTel). **This undertaking has to be given with this EOI Response.**
4. Transfer and Sub-letting: The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose-off the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
5. Bidder has to agree to comply with all OEM technical & financial documentation including VALID REGULATORY APPROVALS/ CERTIFICATIONS/ MAF, Technical certificates/others as per end-to-end requirement mentioned in RCIL/end Customer's RFP as applicable and further issued corrigendum's as mentioned below:

| | |
|----------------------------------|--|
| End customer RFP Ref. No. | KSITIL/KFON/2023-24/8249 |
| Tender ID | 2023_KSITI_612359_1 |
| Date of floating | 11.10.2023 |
| Due date | 14.11.2023 |
| Floated on portal | e-Procurement Portal System of Govt of Kerala https://etenders.kerala.gov.in/ |

6. Bidder also to undertake to submit valid MAF as per format. The selected BA has to provide VALID REGULATORY APPROVALS/ CERTIFICATIONS/ MAF from the OEM in the name of RailTel for bidding in the concerned RFP of KSITIL, if their proposed solution is quoted to the customer as applicable and required.
7. The selected bidder will have to accept all Terms & Conditions of KSITIL RFP on back-to- back basis, wherever applicable.
8. Any corrigendum(s) issued by KSITIL against pertinent RFP shall be the part and scope of this EOI document on back-to-back basis and the BA's shall be on the lookout of corrigendum's issued from time to time by RCIL & KSITIL, in the interest of their own Bid.
9. No exemption/relaxation is applicable to MSME/Startups.
10. Only, the eligibility clause/criteria and marks scoring criteria for SI/BA (Prospective BA/SI) as mentioned in KSITIL's RFP is not applicable on the Bidder/BA applying against this EOI. Rest all Terms & Conditions of RFP floated for pertinent RFP will be complied by SI/BA/Bidders.
11. However, OEM considered by SI/BA for this project have to mandatorily comply all the eligibility & technical criteria/compliance on back-to-back basis in line with end customer RFP and corrigendum(s) issued thereof.
12. **Please refer KSITIL RFP Payment terms as this will remain applicable on back-to-back basis on Successful bidders. Payment shall be made only after actual receipt of payment from KSITIL on submission of required documents.**
13. Bidder may check the price/commercial bid as per BOQ and match the same with FORMATS FOR SUBMISSION OF THE COMMERCIAL BID of KSITIL RFP and if found any discrepancy, maybe brought to the notice of RCIL immediately and may modify their financial bid format as per KSITIL RFP financial bid document.

1. About RailTel (Please visit railtelindia.com for more insight)

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

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

The main Project of RailTel/ERS Territory on hand are KFON, KSWAN, Wi-Fi service at Kerala Govt. Secretariat, E health Mission, IOCL VSS Project etc.

2. Background of EOI

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

In this context, RailTel intends to participate in response to the RFP floated by KSITIL for the work, as above (hereafter referred to as ‘KSITIL’) and accordingly seeks to select a suitable partner for pre-bid arrangement through this Eoi for the work of **“SUPPLY OF SWITCHES FOR KFON FTTH NETWORK”**

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

The details of RFP are as below:

RFP Title: SUPPLY OF SWITCHES FOR KFON FTTH NETWORK

Ref. No KSITIL/KFON/2023-24/8249 dated 11.10.2023; latest amendment/ Corrigendum / clarifications. **Floated on:** <https://etenders.kerala.gov.in/>

System Integrator (SI)/BA shall quote for single OEM/ make and model for each item description, subject to the confirmation of the given specification equivalence. The make and model shall be clearly mentioned in the proposal. However the subsystems/subcomponents offered shall be compatible with inter-operability to the main system, if different makes/models offered. Deviation to this will not be accepted/shall be summarily rejected, Wherever applicable.

3. Scope of Work & Partner Selection

The scope of work will be as mentioned in the pertinent end Customer organization RFP/RFP for **"SUPPLY OF SWITCHES FOR KFON FTTH NETWORK"** Vide Ref No: **KSITIL/KFON/2023-24/8249 dated 11.10.2023** on the website <https://etenders.kerala.gov.in/> with all latest amendment/Corrigendum/ clarifications.

All materials/services that propose to use with the work shall be approved by the KSITIL/RCIL. The scope of work is subject to addition / deletion by the client.

The following is the broad scope of work however, this list is only indicative and not exhaustive , rather to serve as broad guidelines only. The RFP of the KSITIL as enclosed is taken into cognizance for submitting EoI as per KSITIL RFP.

The scope of work includes

RCIL's end Customer is in the process of providing internet services to 20 lakhs households and other SME/Enterprise/ Telco/ MSO for ILL, FTTH, Dark fiber leasing and other MPLS services across Kerala through KFON Network. RCIL/end Customer has already set up a NOC in Infopark, Kochi. RCIL/end Customer is implementing ISP infrastructure in the NOC and start provisioning the services to end subscribers. Through this RFP,

RCIL is intending to select an eligible Bidder for the Supply of Network Switches for end customer's KFON FTTH Network.

The broad scope of work would be as mentioned below.

Supply of network switches as per the technical specifications mentioned in this RFP. All the products supplied shall have minimum 3 years warranty from the date of supply.

The bidder shall comply with all the technical specifications for the items being supplied in accordance with the standard. Duly filled copy of this table shall be submitted along with the technical proposal being.

Schedule of Requirements(SOR):

| SI No | Item Description | Unit | Qty |
|-------|------------------------|------|-----|
| 1 | Type 1- Network Switch | No's | 200 |
| 2 | Type 2- Network Switch | No's | 200 |
| 3 | Type 3- Network Switch | No's | 100 |
| 4 | Type 4- Network Switch | No's | 200 |

Tech details of each type are provided in annexure.

Project Deliverable and Timelines

The materials as per SOR are required to be delivered within 45 days from the issue of LOI/Work Order. Bidder can deliver the material in different Lots. The bidder is required to submit the PERT chart showing the various activities which are required for supply of the equipment. The materials shall be delivered to the site as given by the RCIL/end Customer. Consignee address and details will be provided to the successful bidder.

If material is not supplied within the approved delivery period, then penalty of 0.5% of the cost of undelivered quantity per week, subject to the maximum of 10% of the contract value will be levied.

Long Term Maintenance Support

Tenderer (OEM) shall provide maintenance support after successful completion of the warranty obligations for a minimum period of 3 years. The Long-Term Maintenance support shall be comprehensive and include all hardware, software and license as applicable, of equipment supplied against this contract. RCIL/end Customer should be extended the benefits of periodical software patches/updates made by OEM on the system from time to time for equipment security/performance without any additional cost to RCIL/end Customer.

AMC

RCIL reserves the right to enter AMC @ 5% of ordered value of equipment before 30 days of expiry of warranty period. In case a bidder refuses to enter AMC, PG will be forfeited. Separate agreement for AMC (Long term Maintenance Support) before expiry of warranty period shall be entered into with OEM/the authorized partner of OEM by RCIL/end Customer. A fresh Performance Guarantee valid for Three years for 10% of the Long-Term Maintenance Support cost of three years, shall be required to be submitted by bidder for due fulfillment of long-term maintenance support obligation. Quarterly payment for AMC Charges would be made by RCIL/end Customer after successful completion of AMC Services of that quarter and on the certificate furnished by concerned end customer representative.

3.1 Warranty

The warranty would be valid for the performance of products, service and application for the 3 years warranty from the date of supply, as applicable in the **KSITIL RFP**. The bidder shall warrant the products and services supplied be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of products/services/processes/protocols of the type ordered and shall perform in full conformity with the specifications and drawings.

The BA/SI shall be accountable for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material/quality of management to meet

equipment/system requirements, inadequate system management, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the RCIL/end Customer who shall state in writing in what respect the products are faulty.

If it becomes necessary for the bidder to replace or renew any defective portion/portions of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment so replaced or renewed or until the end of the above-mentioned period, whichever may be later. If any defect in terms of Hardware/Software/Applications is not remedied within a reasonable time, the Purchaser may proceed to do the work at the contractor's risk & cost, but without prejudice to any other rights which the customer may have against the contractor in respect of such defects, replacement under warranty clause shall be made by the bidder free of all charges at site including freight, insurance, and other incidental charges, Wherever applicable.

3.2 Warranty Support

This shall be applicable as per KSITIL RFP terms and conditions under clause 7.3

3.3 Quality of Service, Fulfillment of functionality, Down Time and penalty

The Quality of Service, Fulfillment of functionality, Down Time and penalty will be applicable as per the relevant terms and conditions of KSITIL RFP

3.4 Purpose of EOI

Detailed as above

3.5 Solution provider/BA need to SUPPLY SWITCHES FOR KFON FTTH NETWORK as prescribed by KSITIL in terms of **Quality of Service, Fulfillment of functionality ,Down Time and penalty if any, on back-to-back basis**

3.6 Bidder may submit their response in the prescribed form of duly signed and stamped for techno – commercial bid through Online mode vide email sent to ers.eoi9@railtelindia.com, within the stipulated date and time, as mentioned in this EOI document.

The Bidder shall accompany necessary documents as prescribed in the Eoi.

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

3.8. Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document with required credentials and Token EMD.

3.9. Technical Bid shall contains following requirements and testimonials supporting the requirements :-

I Eligibility Criteria

| S.N | Type | Description | Document Required |
|-----|-----------------------------------|--|--|
| 1 | Existence/ Origin of BA | The company must be registered in India. | Certificate of Incorporation |
| 2 | General | The company must have: I. Valid PAN card. II. Been registered with GST. III. has paid ITR for last 3 financial years ending 31 st March 2023. | I. Copy of PAN Card. II. Copy of GST registration certificate. III. Copy of ITR filed. |
| 3 | General | The company should not be blacklisted by any Government institution/ Government PSU | Self-declaration, in case this is discovered to be otherwise, the bidder will be declared ineligible at any stage of the RFP. |
| 4 | Financial Eligibility: Turnover | The bidder must have received minimum average turnover of Rs. 10 Crores in the last five financial years ending 31 st March 2023. | Audited Balance Sheet from CA /Certificate from CA supported by Audited balance sheet |
| 5 | Financial Eligibility: Net Worth | The bidder must have positive net worth in last 3 FY's ending 31 st March 2023. | Audited Balance Sheet from CA /Certificate from CA supported by Audited balance sheet |
| 6 | Technical Eligibility: Experience | A. The bidder must have three *Similar completed works costing not less than the amount of Rs. 2 Cr during last 5 financial years. or B. The bidder must have two *Similar completed works costing not less than the amount of Rs. 4 Cr during last 5 financial years. or C. The bidder must have One *Similar completed works costing not less than the amount of Rs. 5 Cr during last 5 financial years. | Order & completion Certificate issued by customer / PO issuing RCIL/end Customer. If a project is ongoing, a certificate to that effect |
| 7 | Empanelment | Bidder must be empaneled with RailTel as Business associate. | Copy of Empanelment letter and Empanelment PG submitted, if any. |

Similar Works Definition:

*Similar works include Supply of networking products in projects of telecom transmission network / Data network/ Broadband network in government/ PSUs/Telecom service providers network/ Class A or B ISP network/Public listed Company.

Note: Completion of work should fall in the above period. The bidder shall furnish work completion/ substantial work completion certificate issued by customer/s for the Purchase Order/Work orders

- ii. The Technical Compliance of the Scope of Work. However, format may be modified by bidder as per their choice, but item must be marked with OEM/Vendors Name, valid regulatory approvals/ Certifications / MAF provided or not and Data Sheet attached, wherever applicable.
- iii. The Technical Compliance sheet provided with Hard Copy of Technical Specs and products/services/processes/protocols, wherever applicable.
- iv. **Price quote in the attached format (Annexure 8).**
- v. Compliance of OEM/Vendors with their valid regulatory approvals/ Certifications/ MAF's and all mandatory documents asked by KSITIL from OEM/Vendors.
- vi. Unconditional Acceptance of contents the RFP document of KSITIL and any Other/General Document of KSITIL RFP along with corrigendum and addendum.
- vii. Acceptance Letter of EoI
- viii. Annexure Formats as mentioned in this EOI.
- ix. All documents mentioned in checklist and annexures of this EOI.
- x. The BA agrees to undertake Warranty, Maintenance contract for a minimum **period as per KSITIL**. Undertaking in this regard is to be submitted along with the technical bid as applicable.
- xi. Contract Period Undertaking – As per pertinent RFP floated by KSITIL. SUPPLY OF SWITCHES FOR KFON FTTH NETWORK for 45 days from the date of issue of Work Order and subjected to the fulfillment of RFP conditions referred above.
- xii. The bid should be duly signed and submitted by Authorized Signatory. The bidder has to submit notarized of non-judicial stamp paper of appropriate value Power of Attorney having authorized signatory's nomination along with board resolution in favor of power of attorney.
- xiii. The bidder has to mandatorily submit notarized Annexure-11 on non- judicial stamp paper of requisite value of Rs. 200, else bid shall be summarily rejected.

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

3.11. Based on evaluation of outcome against 3.9, whoever may qualify as per 3.9.i and further complying technical requirement with supporting documents of OEM/Vendor VALID REGULATORY APPROVALS/ CERTIFICATIONS/ MAF, datasheets, BOQ/BOM (wherever applicable) may be treated as technically qualified partner for Stage-1.

3.12. Bidders selected as per Para 3.11 above will be treated as eligible for financial bid opening.

3.13 Financial Bid:

The Annexure 8 of for financial quote to be submitted for evaluation

3.14 Selection of Bidder: as per outcome of Clause 3.9 above

The technically qualified bidder will be selected on the **lowest quote (L-1)** basis for complete 'Scope of Work' as mentioned in the EOI document and Physical documents of technical specifications of KSITIL, subject to the respective overall bid is in compliance to the requirements of this EOI. The partner selected will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'. It is ascertained, that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP if required. However RailTel reserves the right to select any Bidder irrespective of the ranking in the Bid list without assigning any reasons.

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

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

4 General Requirements and Eligibility Criteria for Bidders

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

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

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

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

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

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

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

4.8. The interested bidder shall not have a conflict of interest with one or more bidding parties. Participation of interested bidder(s) with a conflict-of-interest situation will result in

the disqualification of all bids in which it is involved. A bidder may be in a conflict of interest with one or more parties if including but not limited to:

- a. Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or;
- b. Have a relationship with each other directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another interested partner.

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

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

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

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

5. Resources to be Deployed

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

6 Proposal Preparation and Submission Cost

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

7 Amendment to EOI Document

7.1. At any time prior to the deadline for submission of bids, RailTel, may, for any reason can modify the EOI document by an amendment. All the amendments made in the document would be informed by displaying on RailTel (www.railtelindia.com) website only. The interested bidders are advised to visit the

RailTel website on regular basis for checking necessary updates. RailTel also reserves the rights to amend the dates mentioned in this EOI for bid process. RailTel may, at its discretion, extend the last date for receipt of EOI response Individual advices in this connection is not treated as mandatory.

8 Bid, PG & EMD Key Information

| Type of guarantee/EMD | Amount | Minimum Validity | Mode of submission |
|-----------------------|--|--|--|
| EMD | 5,00,000/- (This should be paid as Token EMD at the time of submission of EOI) | Upto the submission of PG | In the form of Bank Guarantee/Online Bank Transfer/Fixed Deposit immediately |
| PG | 5 % of the accepted Contract value | 4 months beyond expiry of contract period. | In the form of Bank Guarantee/Online Bank Transfer/Fixed Deposit of Nationalized bank/Scheduled /Govt treasury |
| BID | - | 190 days | Online Submission |

9 Right to Terminate the Process

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

10 Language of Bid

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

11 Submission of Bid

11.1. The Bidder should take into account any Corrigendum to this EOI document that may have been published before submitting their EOI response. The bid is to be submitted in the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.

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

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

12 Rights to Accept / Reject any or all EOI Response

12.1. RailTel reserves the right to accept or reject any EOI Response, and to annul the bidding process and reject all Bids at any time prior to award of the Contract, without

thereby incurring any liability to the affected interested bidder(s), or any obligation to inform the affected Bidders of the ground for RailTel action.

13 Payment Terms

Back-to-back basis as per KSITILRFP No. KSITIL/KFON/2023-24/8249 **dated 11-10-2023** and as per Payment terms below:

1. The payment cycle for the Successful Bidder would start from the date of signing of contract or deployment of resources whichever is later. The payment to be made to the Successful Bidder shall be subject to the satisfactory functionality conditions to be accepted by the Bidder for the post issuance of work order.
2. **Payment against Supply:** up to 90% of the rate quoted by BA for the item is payable as assessed by RCIL/end Customer. BA shall produce original test certificate, warranty certificate of the manufacture for the materials for availing the above payment for the selected items and GST invoice for all the items supplied. The payment is subjected to the acceptance of materials by the consigned, signified by issue of necessary documents.
3. Balance 10% after submitting satisfactory performance which shall be provided by the RCIL after 3 months from the date of supply of 100% materials after acceptance by end user.

13.1. Payment will be processed after receiving the GST invoice for the work / services and after RailTel has received the necessary payment based on certification and acceptance from KSITI L for the same work / services. Any deduction /Penalties levied by KSITIL will be carried back-to-back and will be deducted from SI/BA/CSP's invoices/Subject to the cause to deduction / penalty is due to deviation in terms and conditions of service standards by the CSP.

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

- Valid Tax Invoice (in Triplicate, where supply is Involved)
 - Delivery Challan and e way bill
 - Factory Test Report
 - QA& COQ inspection certificate duly signed by OEM.
 - FAT Inspection Certificate or Approval of waiver for the same.
 - Packaging List
 - Purchaser's Inspection certificate
 - Consignee receipt
 - Warranty certificate of OEM
 - Insurance certificate

- A certificate duly signed by the firm certifying that equipment/ materials being delivered are new and conform to technical specification.
- A certificate duly signed by the firm certifying that the equipment/ materials being delivered are complete in all respect for the concerned items for which the payment is being released.

All payments shall be released after sign-off by the KSITIL.

14 Performance Guarantee (PG)

The conditions of PG on back to back basis as per KSITIL RFP

The PG shall be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the CSP under the contract. However, no interest shall be payable on the PG. In the event, CSP being unable to service the contract for whatsoever reason, RailTel would invoke the PG at its discern. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PG shall be payable to RailTel as compensation for any loss resulting from the CSP's failure to complete its obligations under the contract. RailTel shall notify the CSP in writing of the exercise of its right to receive such compensation within 15 days, indicating the contractual obligation(s) for which the CSP is in default, The bidders shall submit 5% of the total contract value as Performance Guarantee

- 14.1. RailTel shall also be entitled to make recoveries from the CSP's bills, PG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 14.2. If the service period / contract value undergo variation PG also shall be varied accordingly
- 14.3. During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by KSITIL (in case) to RailTel. In such scenario(s) also, Clause No. 13.1. to Clause No. 13.4. are to be followed by the CSP.
- 14.4. In case the KSITIL has sought PG of the contract in the terms of Indemnity Bond from RailTel, the selected bidder has to provide the equivalent value PG from scheduled Bank to RailTel. No Indemnity Bond from Selected Bidder will be accepted in lieu of PG from Scheduled Bank.
- 14.7. In case KSITIL has sought any other types of PG, at present or in future or else Integrity Pact PG (presently or in future), same remain applicable on selected Bidder. The Said PG will be issued by Selected Bidder from Scheduled Bank favoring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PG will be accepted by RailTel.
- 14.8 Integrity pact in the format if any, as per KSITIL to be provided by the Bidder.

15. Details of Commercial Bid / Financial Bid

- 15.1. BA should submit commercial bid strictly as per the format mentioned by KSITIL or in subsequent corrigendum's (if any).
- 15.2. The commercial bid should clearly bring out the cost of the services with detailed break-up of taxes.
- 15.3. The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and bidder.

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

16. Duration of the Contract Period

- 16.1. Normally the contract duration shall be same as of KSITIL's contract duration with RailTel until otherwise terminated earlier. **Indicative contract duration is 3 years as per KSITIL with reference to warranty**, unless otherwise terminated/modified, as mentioned in this EOI document and subject to award of contract to RailTel. The contract duration can be renewed /extended by RailTel at its discern, in case KSITIL extends / RailTel renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by KSITIL to RailTel.

17. Restrictions on 'Transfer of Agreement'

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

18. Suspension, Revocation or Termination of Contract / Agreement

- 18.1. RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the CSP shall be payable by RailTel.
- 18.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice as per GCCA of contract or as per KSITIL RFP condition whichever is issued to the CSP.
- RailTel shall terminate/or suspend the contract /agreement under any of the following circumstances:
- a) The CSP failing to perform any obligation(s) under the contract / agreement.

- b) The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- c) Non adherence to Service Level Agreements (SLA) which RailTel has committed to KSITIL.
- d) The CSP going into liquidation or ordered to be wound up by competent RCIL/end Customer
- e) If the CSP is wound up or goes into liquidation, it shall immediately (and not more than three days) inform about occurrence of such event to RailTel in writing.

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

It shall be the responsibility of the CSP to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which CSP's PG related to contract / agreement along with PG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.

- f) Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either Suo- moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The CSP shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the CSP in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PG(s) of CSP available with RailTel can be forfeited.

19. Dispute Settlement

- 19.1 In case of any dispute concerning the contract / agreement, both the CSP and RailTel shall try to settle the same amicably through mutual discussion / negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of Arbitration shall be New Delhi.
- 19.2 The arbitral tribunal shall consist of the Sole Arbitrator. The arbitrator shall be appointed by the Chairman & Managing Director (CMD) of RailTel Corporation of India Ltd.
- 19.3 All arbitration proceedings shall be conducted in English.

20. Governing Laws

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

21. Statutory Compliance

- 21.1. During the tenure of this Contract nothing shall be done by CSP in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.
- 21.2. The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any

law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

22. Intellectual Property Rights

- 22.1. Each party i.e., RailTel and CSP, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.
- 22.2. Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this EOI and subsequent contract in any circumstances.

23. Severability

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

24. Force Majeure

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

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

25. Indemnity

- 25.1. The CSP shall agree to indemnify and hold harmless RailTel, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively,

“Losses”) to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from:

- a) Any mis -statement or any breach of any representation or warranty made by CSP
- b) The failure by the CSP to fulfill any covenant or condition contained in this contract by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by CSP pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by CSP pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party’s trade secrets under the laws of India (collectively, “Infringement Claims”); or
- c) Any compensation / claim or proceeding by any third party against RailTel arising out of any act, deed or omission by the CSP or
- d) Claim filed by a workman or employee engaged by the CSP for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

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

26. Limitation of Liability towards RailTel

- 26.1. The CSP (SI/BA) liability under the contract shall be determined as per the Law in force for the time being. The CSP shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the CSP and its employees (direct or indirect), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of CSP or his agents or any person / persons claiming through under said CSP, However, such liability of the CSP shall not exceed the total value of the contract.
- 26.2. This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the CSP is legally liable.

27. Confidentiality cum Non-disclosure

- 27.1. The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.
- 27.2. Notwithstanding the foregoing, neither Party shall have any obligations regarding non- use or non-disclosure of any confidential information which:
 - 27.2.1. Is already known to the receiving Party at the time of disclosure:
 - 27.2.2. Is or becomes part of the public domain without violation of the terms hereof;

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

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

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

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

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

28 Assignment

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

29 Insurance

The CSP shall agree to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software and Services etc. as per KSITILRFP specified terms.

30 Exit Management

30.1 Exit Management Purpose

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

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

30.2 Confidential Information, Security and Data:

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

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

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

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

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

Note: RailTel at its sole discern may not enforce any or all clauses / sub-clauses under the

‘Exit Management’ clause due to administrative convenience or any other reasons as deemed fit.

31. Waiver

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

32. Changes in Contract Agreement

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

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

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

Signature of Bidder

Name:

Place:

Date:

Annexure – 02

EOI COVER LETTER

(On Organization Letter Head)

Eoi Ref No.: EOI NO RCIL/SR/ERS/2023-24/EOI/5

Date:01.11.2023

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

**KSITIL RFP Ref. KSITIL/KFON/2023-24/8249 dated 11.10.2023 on
<https://etenders.kerala.gov.in/>**

Dear Sir/Madam,

1. I, the undersigned, on behalf of M/s, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI. It is also undertaken and submitted that we are in abidance of Clause 4 (from Clause 4.1 to Clause 4.11) of EOI.
2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 190 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and maybe accepted by you at any time before the expiration of that period.
3. I acknowledge that the RCIL/end Customer will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (CSP) for there for said Service, and we certify that all information provided therein is true and correct; nothing has been omitted which

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

4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. I hereby undertake and give unconditional acceptance for compliance of all terms & conditions of KSITIL RFP issued
RFP Ref. KSITIL/KFON/2023-24/8249 dated 11.10.2023 on
<https://etenders.kerala.gov.in/>
portal, against this EOI based customer's requirement.

7. I hereby undertake that there will be no deviation from the Terms and Conditions of

EOI and KSITIL's RFP issued . **KSITIL/KFON/2023-24/8249 dated 11.10.2023** on **<https://etenders.kerala.gov.in/>**

Signature of Authorized

Signatory

Name & Designation

Date -----

Signature of Bidder

Name:

Place:

Date:

Annexure - 03

Local Content Compliance
(On Organization Letter Head)

Eol Ref No.: EOI NO RCIL/SR/ERS/2023-24/EOI/5

Date:01.11.2023

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

**KSITIL RFP Ref. KSITIL/KFON/2023-24/8249 dated 11.10.2023 on
<https://etenders.kerala.gov.in/>**

Dear Sir/Ma'am,

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

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

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

Name Designation

Signature of Bidder

Name:

Place:

Date:

Annexure – 04

CHECKLIST OF DOCUMENTS FOR BID SUBMISSION

**KSITIL RFP Ref. KSITIL/KFON/2023-24/8249 dated 11.10.2023 on
<https://etenders.kerala.gov.in/>**

| S. No. | Document |
|--------|--|
| 1 | EOI Cover Letter (Annexure-02) |
| 2 | Technical compliance sheet |
| 3 | Price bid |
| 4 | Local Content Compliance & Percentage Amount (Annexure-03) -Blank |
| 5 | TECHNICAL BID COVER LETTER |
| 6 | COMMERCIAL BID COVER LETTER |
| 7 | Token EMD as per EOI document |
| 8 | This EOI copy duly Signed and Stamped by the Authorized Signatory Of Bidder |
| 9 | All Annexure/ Appendices/Formats/ Declarations as KSITIL RFP Ref. KSITIL/KFON/2023-24/8249 dated 11.10.2023 on https://etenders.kerala.gov.in/ addressing to RailTel. |
| 10 | Compliance of eligibility criteria related documents as per Clause 3 |
| 11 | Any relevant document found suitable by bidder |

Note:

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

Signature of Bidder
Name:
Place:
Date:

**FORMAT FOR TECHNICAL BID COVER LETTER
(ANNEXURE 5)**

(On
Company
Letter Head)

Place:
Date:

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

Sub: Submission of the response to the EoI Ref No.: EOI NO RCIL/SR/ERS/2023-24/EOI/5

Date: 01.11.2023

& RFP No KSITIL RFP Ref. KSITIL/KFON/2023-

24/8249 dated 11.10.2023 on

<https://etenders.kerala.gov.in/>

Request for Proposal for SUPPLY OF SWITCHES FOR KFON FTTH NETWORK.

We, the undersigned, offer to provide services for Request for Supply of Network Switches for KFON FTTH Network for KSITIL in response to the request for proposal dated <insert date> and RFP reference no <> "Request for Proposal SUPPLY OF SWITCHES FOR KFON FTTH NETWORK.

We are hereby submitting our proposal online, which includes the pre-qualification, technical bid, and commercial bid.

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

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

We agree to abide by all the terms and conditions of the RFP and related corrigendum(s)/ addendum(s). We would hold the terms of our bid valid for 190 days from the date of opening of the bid as stipulated in the RFP. We hereby declare that as per RFP requirement, we have not been black listed/ debarred by any Central/ State Government and we are not the subject of legal proceedings for any of the foregoing.

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

Name

Signature of Bidder

Name:

Place:

Date:

FORMAT FOR COMMERCIAL BID COVER LETTER (ANNEXURE 6)

To,

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

Eol Ref No.: EOI NO RCIL/SR/ERS/2023-24/EOI/5 Date: 01.11.2023
& RFP No KSITIL RFP Ref. KSITIL/KFON/2023-24/8249 dated 11.10.2023
on <https://etenders.kerala.gov.in/>

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the RFP documents with respect to **Request for Proposal SUPPLY OF SWITCHES FOR KFON FTTH NETWORK**, do hereby propose to provide services as specified in the RFP reference No.

.

Price and Validity

- a. All the prices mentioned in our bid are in accordance with the terms & conditions as specified in the RFP. The validity of bid is 190 days from the date of opening of the commercial bid.
- b. We are an Indian firm and do hereby confirm that our prices are inclusive of all duties, levies etc., excluding GST.
- c. We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on income tax, professional and any other corporate tax is altered under the law, we shall pay the same.

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

Deviations:

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

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

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

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

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

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

Signature of Bidder

Name:

Place:

Date:

TECHNICAL COMPLIANCE SHEET (ANNEXURE 7)

The Service/OEM/MAKE specified are based on the existing network requirement for the present scope of work. This shall be followed as per the KSITIL condition of contract

All the proposed OEM/switch shall have a valid TEC/MCTCE certification as per DoT regulations.
All the proposed switches should support third party SFP/SFP+/QSFP+/QSFP28 optical modules (Multi-Source agreement – MSA compatible)

Technical Specification of Type 1 - Network Switch

| S.N | Minimum Specification | Compliance Yes/No | Pg. No in Supporting Doc. |
|----------|---|-------------------|---------------------------|
| 1 | Interface Support: | | |
| | Switch should have minimum 24 no's of 1/10G SFP+ and 4 no's of QSFP+ (40G) | | |
| 2 | General Specification: | | |
| | Switch should have Min 1 MB packet buffer. | | |
| | Switch should have minimum 400 Gbps full duplex line rate traffic | | |
| | Switch should have minimum packet forwarding rate at 64-byte packet length 300 Mpps | | |
| | Switch should support minimum 64K MAC address. | | |
| | Switch should be able to work on both IPv4 and IPv6 traffic from day one | | |
| | Switch should support 1K IGMP snooping groups. | | |
| 3 | Layer-2 Features: | | |
| | Switch should support IEEE 802.1Q VLAN up to 255 Active VLANs and 4094 VLAN ID. | | |
| | Switch should support edge port in STP, RSTP, MSTP, BPDU filtering. | | |
| | Switch should support 802.1p, 802.1Q, 802.1ab. | | |
| | Switch should support spanning-tree root guard and loop guard to prevent other edge switches becoming the root bridge. | | |
| | Switch should support Link Aggregation Protocol (LACP) as per IEEE 802.3ad and should support minimum 4 ports per group | | |
| | Switch should support Unidirectional Link Detection (UDLD) or any other industry equivalent protocol | | |
| | Switch should support LLDP for network discovery | | |
| | Switch should support Optical Transceiver Digital Diagnostic Monitoring | | |
| | Switch should support configuration rollback to replace current configuration with any saved configuration file | | |
| 4 | Quality of Service (QoS) Features: | | |
| | Switch should have per-port broadcast, multicast, and unicast storm control. | | |
| | Switch should support QoS based on Switch port, 802.1p priority queues | | |
| 5 | Network Security Features: | | |
| | Switch should support for SSHv2, SNMP v2c/v3 | | |
| | Switch should support DHCP snooping and dynamic ARP inspection | | |

| | | | |
|-----------|---|--|--|
| | Switch should support Port Mirroring | | |
| | Switch should support RADIUS authentication to enable centralized control of the switch and restrict unauthorized users from altering the configuration. | | |
| | Switch should support multilevel security on console access to prevent unauthorized users from altering the switch configuration. | | |
| 6 | Other General Features: | | |
| | Switch should support Web based/Trivial File Transfer Protocol (TFTP)/File Transfer Protocol (FTP)/SCP for firmware upgradation | | |
| | Switch should support Network Timing Protocol (NTP) to provide an accurate and consistent time stamp | | |
| | Switch should support SNMPv2c, and SNMPv3 | | |
| | Switch should support Ethernet Ring Protection Switching ERPS v1 and v2 for main ring and sub rings: G.8032 ERPS Ring Protection Switching provides loop avoidance with redundancy in Layer-2 Ethernet networks using concept of RPL (Ring Protection Link). The switch completion time (transfer time) for a failure on a ring link shall be less than 50ms. | | |
| | Switch should support IEEE 802.1QinQ mechanism and VLAN translation | | |
| | Switch should support built-in power-on diagnostics and system monitoring capabilities to detect hardware failures. | | |
| | Bandwidth management: Flow-based bandwidth management, ingress rate-limiting; egress rate shaping per port. | | |
| | It shall loopback detection and shut or disable a physical port and VLAN based on detection of loop on that interface | | |
| | Support multiple privilege level to provide different level of access on console port and SSH sessions | | |
| | Switch should support traffic segmentation | | |
| | Switch should support sflow/netflow/syslog or equivalent | | |
| | Switch should support Ethernet OAM compliant with IEEE 802.3ah/Y.1731 | | |
| | Switch should support RADIUS and Local Database | | |
| | Switch should support L2 Protocol Tunnelling STP | | |
| | Should support jumbo frame 9K. | | |
| | Switch should have dual image. | | |
| | Should support Optical Transceiver Digital Diagnostic Monitoring for All SFP ports of 1/10G/40G | | |
| 7 | Switch should support following SNMP traps or syslog | | |
| | i)Interface UP & Down | | |
| | ii)Optical power SFP threshold alarms | | |
| | iii)STP Topology Changes and New root bridge | | |
| | iv)LLDP table changes | | |
| | v)Threshold alarms for Temperature. | | |
| | vi)Ethernet OAM SNMP alarms. | | |
| 8 | Switch should comply to following Temperature performance parameters: | | |
| | i) Operating Temperature - min 0 to 50 °C | | |
| | ii) Storage Temperature - min 0 to 60 °C | | |
| 9 | The switch should have console port and industry standard CLI | | |
| 10 | The switch should support reset option to make switch reset to default. | | |
| 11 | Switch Should have redundant AC Power Supply 100 to 240 V AC with 50 to 60 Hz without any external adaptors | | |

| | | | |
|----|---|--|--|
| 12 | Switch should have compliance of CE/FCC/RoHS or equivalent Indian standards | | |
| 13 | Switch should be supplied with 2 no's of 40G DAC of 1 Mtr length, 19" rack mounting accessories and Power cable etc | | |

Note: - In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without requiring any other hardware/software/licenses.

Technical Specification of Type 2 - Network Switch

| S.N | Minimum Specification | Compliance Yes/No | Pg. No in Supporting Doc. |
|-----|---|-------------------|---------------------------|
| 1 | Interface Support: | | |
| | Switch should have minimum 24 no's of 1/10G SFP+ ports | | |
| 2 | General Specification: | | |
| | Switch should have Min 1 MB packet buffer. | | |
| | Switch should have minimum 240 Gbps full duplex line rate traffic | | |
| | Switch should have minimum packet forwarding rate at 64-byte packet length 160 Mpps | | |
| | Switch should support minimum 32K MAC address. | | |
| | Switch should be able to work on both IPv4 and IPv6 traffic from day one | | |
| | Switch should support 1K IGMP snooping groups. | | |
| 3 | Layer-2 Features: | | |
| | Switch should support IEEE 802.1Q VLAN up to 255 Active VLANs and 4094 VLAN ID. | | |
| | Switch should support edge port in STP, RSTP, MSTP, BPDU filtering. | | |
| | Switch should support 802.1p, 802.1Q, 802.1ab. | | |
| | Switch should support spanning-tree root guard and loop guard to prevent other edge switches becoming the root bridge. | | |
| | Switch should support Link Aggregation Protocol (LACP) as per IEEE 802.3ad and should support minimum 4 ports per group | | |
| | Switch should support Unidirectional Link Detection (UDLD) or any other industry equivalent protocol | | |
| | Switch should support LLDP for network discovery | | |
| | Switch should support Optical Transceiver Digital Diagnostic Monitoring | | |
| | Switch should support configuration rollback to replace current configuration with any saved configuration file | | |
| 4 | Quality of Service (QoS) Features: | | |
| | Switch should have per-port broadcast, multicast, and unicast storm control. | | |
| | Switch should support QOS based on Switch port, 802.1p priority queues | | |
| 5 | Network Security Features: | | |
| | Switch should support for SSHv2, SNMP v2c/v3 | | |
| | Switch should support DHCP snooping and dynamic ARP inspection | | |
| | Switch should support Port Mirroring | | |

| | | | |
|----------|---|--|--|
| | Switch should support RADIUS authentication to enable centralized control of the switch and restrict unauthorized users from altering the configuration. | | |
| | Switch should support multilevel security on console access to prevent unauthorized users from altering the switch configuration. | | |
| 6 | Other General Features: | | |
| | Switch should support Web based/Trivial File Transfer Protocol (TFTP)/File Transfer Protocol (FTP)/SCP for firmware upgradation | | |
| | Switch should support Network Timing Protocol (NTP) to provide an accurate and consistent time stamp | | |
| | Switch should support SNMPv2c, and SNMPv3 | | |
| | Switch should support Ethernet Ring Protection Switching ERPS v1 and v2 for main ring and sub rings: G.8032 ERPS Ring Protection Switching provides loop avoidance with redundancy in Layer-2 Ethernet networks using concept of RPL (Ring Protection Link). The switch completion time (transfer time) for a failure on a ring link shall be less than 50ms. | | |
| | Switch should support IEEE 802.1QinQ mechanism and VLAN translation | | |
| | Switch should support built-in power-on diagnostics and system monitoring capabilities to detect hardware failures. | | |
| | Bandwidth management: Flow-based bandwidth management, ingress rate-limiting; egress rate shaping per port. | | |
| | It shall loopback detection and shut or disable a physical port and VLAN based on detection of loop on that interface | | |
| | Support multiple privilege level to provide different level of access on console port and SSH sessions | | |
| | Switch should support traffic segmentation | | |
| | Switch should support sflow/netflow/syslog or equivalent | | |
| | Switch should support Ethernet OAM compliant with IEEE 802.3ah/Y.1731 | | |
| | Switch should support RADIUS and Local Database | | |
| | Switch should support L2 Protocol Tunnelling STP | | |
| | Should support jumbo frame 9K. | | |
| | Switch should have dual image. | | |
| | Should support Optical Transceiver Digital Diagnostic Monitoring for All SFP ports of 1/10G | | |
| 7 | Switch should support following SNMP traps or syslog | | |
| | i)Interface UP & Down | | |
| | ii)Optical power SFP threshold alarms | | |
| | iii)STP Topology Changes and New root bridge | | |
| | iv)LLDP table changes | | |
| | v)Threshold alarms for Temperature. | | |
| | vi)Ethernet OAM SNMP alarms. | | |
| 8 | Switch should comply to following Temperature performance parameters: | | |
| | i) Operating Temperature - min 0 to 50 °C | | |
| | ii) Storage Temperature - min 0 to 60 °C | | |

| | | | |
|----|---|--|--|
| 9 | The switch should have console port and industry standard CLI | | |
| 10 | The switch should support reset option to make switch reset to default. | | |
| 11 | Switch Should have redundant AC Power Supply 100 to 240 V AC with 50 to 60 Hz without any external adaptors | | |
| 12 | Switch should have compliance of CE/FCC/RoHS or equivalent Indian standards | | |
| 13 | Switch should be supplied with 19" rack mounting accessories and Power cable etc | | |

Note: - In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without requiring any other hardware/software/licenses.

Technical Specification of Type 3 - Network Switch

| S.N | Minimum Specification | Compliance Yes/No | Pg. No in Supporting Doc. |
|-----|---|-------------------|---------------------------|
| 1 | Interface Support: | | |
| | Switch should have minimum 24 no's of 1G SFP and 4 no's of 1/10G SFP+ ports | | |
| 2 | General Specification: | | |
| | Switch should have minimum 64 Gbps full duplex line rate traffic | | |
| | Switch should have minimum packet forwarding rate at 64-byte packet length 40 Mpps | | |
| | Switch should support minimum 16K MAC address. | | |
| | Switch should be able to work on both IPv4 and IPv6 traffic from day one | | |
| | Switch should support 1K IGMP snooping groups. | | |
| 3 | Layer-2 Features: | | |
| | Switch should support IEEE 802.1Q VLAN up to 64 Active VLANs and 4094 VLAN ID. | | |
| | Switch should support edge port in STP, RSTP, MSTP, BPDU filtering. | | |
| | Switch should support 802.1p, 802.1Q, 802.1ab. | | |
| | Switch should support spanning-tree root guard and loop guard to prevent other edge switches becoming the root bridge. | | |
| | Switch should support Link Aggregation Protocol (LACP) as per IEEE 802.3ad and should support minimum 2 ports per group | | |
| | Switch should support Unidirectional Link Detection (UDLD) or any other industry equivalent protocol | | |
| | Switch should support LLDP for network discovery | | |
| | Switch should support Optical Transceiver Digital Diagnostic Monitoring | | |
| | Switch should support configuration rollback to replace current configuration with any saved configuration file | | |
| 4 | Quality of Service (QoS) Features: | | |
| | Switch should have per-port broadcast, multicast, and unicast storm control. | | |

| | | | |
|----------|---|--|--|
| | Switch should support QOS based on Switch port, 802.1p priority queues | | |
| 5 | Network Security Features: | | |
| | Switch should support for SSHv2, SNMP v2c/v3 | | |
| | Switch should support DHCP snooping and dynamic ARP inspection | | |
| | Switch should support Port Mirroring | | |
| | Switch should support RADIUS authentication to enable centralized control of the switch and restrict unauthorized users from altering the configuration. | | |
| | Switch should support multilevel security on console access to prevent unauthorized users from altering the switch configuration. | | |
| 6 | Other General Features: | | |
| | Switch should support Web based/Trivial File Transfer Protocol (TFTP)/File Transfer Protocol (FTP)/SCP for firmware upgradation | | |
| | Switch should support Network Timing Protocol (NTP) to provide an accurate and consistent time stamp | | |
| | Switch should support SNMPv2c, and SNMPv3 | | |
| | Switch should support Ethernet Ring Protection Switching ERPS v1 and v2 for main ring and sub rings: G.8032 ERPS Ring Protection Switching provides loop avoidance with redundancy in Layer-2 Ethernet networks using concept of RPL (Ring Protection Link). The switch completion time (transfer time) for a failure on a ring link shall be less than 50ms. | | |
| | Switch should support IEEE 802.1QinQ mechanism and VLAN translation | | |
| | Switch should support built-in power-on diagnostics and system monitoring capabilities to detect hardware failures. | | |
| | Bandwidth management: Flow-based bandwidth management, ingress rate-limiting; egress rate shaping per port. | | |
| | It shall loopback detection and shut or disable a physical port and VLAN based on detection of loop on that interface | | |
| | Support multiple privilege level to provide different level of access on console port and SSH sessions | | |
| | Switch should support traffic segmentation | | |
| | Switch should support sflow/netflow/syslog or equivalent | | |
| | Switch should support Ethernet OAM compliant with IEEE 802.3ah/Y.1731 | | |
| | Switch should support RADIUS and Local Database | | |
| | Switch should support L2 Protocol Tunnelling STP | | |
| | Should support jumbo frame 9K. | | |
| | Switch should have dual image. | | |
| | Should support Optical Transceiver Digital Diagnostic Monitoring for All SFP ports of 1/10G | | |
| 7 | Switch should support following SNMP traps or syslog | | |
| | i)Interface UP & Down | | |
| | ii)Optical power SFP threshold alarms | | |

| | | | |
|-----------|---|--|--|
| | iii)STP Topology Changes and New root bridge | | |
| | iv)LLDP table changes | | |
| | v)Threshold alarms for Temperature. | | |
| | vi)Ethernet OAM SNMP alarms. | | |
| 8 | Switch should comply to following Temperature performance parameters: | | |
| | i) Operating Temperature - min 0 to 50 °C | | |
| | ii) Storage Temperature - min 0 to 60 °C | | |
| 9 | The switch should have console port and industry standard CLI | | |
| 10 | The switch should support reset option to make switch reset to default. | | |
| 11 | Switch Should have redundant AC Power Supply 100 to 240 V AC with 50 to 60 Hz without any external adaptors | | |
| 12 | Switch should have compliance of CE/FCC/RoHS or equivalent Indian standards | | |
| 13 | Switch should be supplied with 19" rack mounting accessories and Power cable etc | | |

Note: - In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without requiring any other hardware/software/licenses.

Technical Specification of Type 4 - Network Switch

| S · N | Minimum Specification | Compliance Yes/No | Pg. No in Supporting Doc. |
|----------------------|--|------------------------------|--|
| 1 | Interface Support: | | |
| | Switch should have minimum 8 no's of 100M/1GE ports and 2 no's of 1G SFP ports | | |
| 2 | General Specification: | | |
| | Switch should have minimum 8 Gbps switching | | |
| | Switch should have minimum packet forwarding rate at 64-byte packet length 4 Mpps | | |
| | Switch should support minimum 4K MAC address. | | |
| | Switch should be able to work on both IPv4 and IPv6 traffic from day one | | |
| 3 | Layer-2 Features: | | |
| | Switch should support IEEE 802.1Q VLAN up to 32 Active VLANs and 4094 VLAN ID. | | |
| | Switch should support edge port in STP, RSTP, MSTP, BPDU filtering. | | |
| | Switch should support 802.1p, 802.1Q, 802.1ab. | | |
| | Switch should support spanning-tree root guard and loop guard to prevent other edge switches becoming the root bridge. | | |
| | Switch should support Unidirectional Link Detection (UDLD) or any other industry equivalent protocol | | |
| | Switch should support LLDP for network discovery | | |
| | Switch should support Optical Transceiver Digital Diagnostic Monitoring | | |
| | Switch should support configuration rollback to replace current configuration with any saved configuration file | | |
| 4 | Quality of Service (QoS) Features: | | |

| | | | |
|----------|---|--|--|
| | Switch should have per-port broadcast, multicast, and unicast storm control. | | |
| | Switch should support QOS based on Switch port, 802.1p priority queues | | |
| 5 | Network Security Features: | | |
| | Switch should support for SSHv2/web-based GUI | | |
| | Switch should support DHCP snooping and dynamic ARP inspection | | |
| | Switch should support Port Mirroring | | |
| | Switch should support RADIUS authentication to enable centralized control of the switch and restrict unauthorized users from altering the configuration. | | |
| | Switch should support multilevel security on console access to prevent unauthorized users from altering the switch configuration. | | |
| 6 | Other General Features: | | |
| | Switch should support Web based/Trivial File Transfer Protocol (TFTP)/File Transfer Protocol (FTP)/SCP for firmware upgradation | | |
| | Switch should support Network Timing Protocol (NTP) to provide an accurate and consistent time stamp | | |
| | Switch should support SNMPv2c, and SNMPv3 | | |
| | Switch should support Ethernet Ring Protection Switching ERPS v1 and v2 for main ring and sub rings: G.8032 ERPS Ring Protection Switching provides loop avoidance with redundancy in Layer-2 Ethernet networks using concept of RPL (Ring Protection Link). The switch completion time (transfer time) for a failure on a ring link shall be less than 50ms. | | |
| | Switch should support IEEE 802.1QinQ mechanism and VLAN translation | | |
| | Switch should support built-in power-on diagnostics and system monitoring capabilities to detect hardware failures. | | |
| | Bandwidth management: Flow-based bandwidth management, ingress rate-limiting; egress rate shaping per port. | | |
| | It shall loopback detection and shut or disable a physical port and VLAN based on detection of loop on that interface | | |
| | Support multiple privilege level to provide different level of access on console port and SSH sessions | | |
| | Switch should support traffic segmentation | | |
| | Switch should support sflow/netflow/syslog or equivalent | | |
| | Switch should support Ethernet OAM compliant with IEEE 802.3ah/Y.1731 | | |
| | Switch should support RADIUS and Local Database | | |
| | Switch should support L2 Protocol Tunnelling STP | | |
| | Should support jumbo frame 9K. | | |
| | Switch should have dual image. | | |
| | Should support Optical Transceiver Digital Diagnostic Monitoring for All SFP ports | | |
| 7 | Switch should support following SNMP traps or syslog | | |
| | i)Interface UP & Down | | |
| | ii)Optical power SFP threshold alarms | | |
| | iii)STP Topology Changes and New root bridge | | |
| | iv)LLDP table changes | | |
| | v)Threshold alarms for Temperature. | | |
| | vi)Ethernet OAM SNMP alarms. | | |
| 8 | Switch should comply to following Temperature performance parameters: | | |
| | i) Operating Temperature - min 0 to 50 °C | | |

| | | | |
|----|--|--|--|
| | ii) Storage Temperature - min 0 to 60 °C | | |
| 9 | The switch should have console port and industry standard CLI | | |
| 10 | The switch should support reset option to make switch reset to default. | | |
| 11 | Switch Should support AC Power Supply 100 to 240 V AC with 50 to 60 Hz without any external adaptors | | |
| 12 | Switch should have compliance of CE/FCC/RoHS or equivalent Indian standards | | |
| 13 | Switch should be supplied with 19" rack mounting accessories and Power cable etc | | |

Note: - In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without requiring any other hardware/software/licenses.

Signature of Bidder

Name:

Place:

Date:

Annexure-8

PRICE BID

To be uploaded as pdf (On Organization Letter Head) EOI NO. RCIL/SR/ERS/2022-23/EOI/5 DTD. 01-11-2023, duly furnishing **the rates and amounts (Inclusive of all taxes and logistics cost) in the BoQ for supply and warranty.**

To,
The Joint General Manager (ERS),
RailTel Corporation of India Limited, Kerala

Territory Office, 1st Floor, Eastern Entry Tower, Ernakulam South Railway Station, Ernakulam 682016

Sir,

We hereby quote our rates with reference to the item wise BoQ as below:

| Bidder Name : | | | | | | | |
|---|---|----------|--------|--|-------------------------------------|----------------------------------|-----------------------------|
| PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) | | | | | | | |
| Sl. No. | Item Description | Quantity | Units | BASIC RATE In Figures To be entered by the Bidder without taxes Rs. P | TOTAL AMOUNT Without Taxes | TOTAL AMOUNT With Taxes | TOTAL AMOUNT In Words |
| 1 | Type 1- Network Switch (Please refer RFP page No-28 to 30) | 200 | Nos | | | | |
| 2 | Type 2- Network Switch (Please refer RFP page No-30 to 32) | 200 | Nos | | | | |
| 3 | Type 3- Network Switch(Please refer RFP page No-32 to 35) | 100 | Nos | | | | |
| 4 | Type 4- Network Switch(Please refer RFP page No-35 to 37) | 200 | Nos | | | | |
| Total in Figures | | | | | | | |
| Quoted Rate in Figures | | | Select | | | | |
| Quoted Rate in Words | | | | | | | |

Signature of Bidder
Name:
Designation
Place:
Date:

Seal of BA Organization

The RFP published by KSITIL for the work vide **KSITIL RFP Ref. KSITIL/KFON/2023-24/8249 dated 11.10.2023** on <https://etenders.kerala.gov.in/> as circulated May please be referred for any clarifications.

The submission of EMD,PG and Agreement with RCIL Non Judicial paper by the selected Bidder will be sacrosanct selected Bidder .

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

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

Note: The material supplied will be subjected to consignee/third party inspection as applicable.

Signature of Bidder

Name:

Place:

Date:

Company Seal

Annexure – 9

PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

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

**KSITIL RFP Ref. KSITIL/KFON/2023-24/8249 dated 11.10.2023 on
<https://etenders.kerala.gov.in/>**

1. In consideration of the RailTel Corporation of India Limited (CIN: L64202DL2000GOI107905), having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after called “RailTel”) having agreed to exempt (CIN :) having its registered office at (here in after called “the said Contractor”) from the demand, under the terms and conditions of Purchase Order No dated made between RailTel and.....for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. Only). We (indicate the name and address and other particulars of

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

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

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

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

5. We, the Bank further agree with the RailTel that the RailTel shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for anytime or from time to time any of the powers exercisable by the RailTel against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

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

Dated the Day of 2023 for (Name of Bank)

In the presence of Witnesses:

| | | |
|------------------------|-----------------------------|------|
| 1. Signature With Date | 2. Signature With Date Name | Name |
|------------------------|-----------------------------|------|

Encl: SFMS PG
Report

Signature of Bidder
Name:
Designation
Place:
Date:

Seal of BA Organization

Annexure-10

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “Agreement”) is made and entered into on this _____ day of , _____
2023 (the “Effective Date”) at _____.

By and between

RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023 & Southern Region office at 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad- 500

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

AND

(CIN: _____), a company duly incorporated under

the provisions of Companies Act, having its registered office at

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

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

WHEREAS, RailTel and _____, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non- technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists, inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the “Information”);

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

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

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

1. Permitted Use.

(a) Receiving Party shall:

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

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

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

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

2. Designation.

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

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

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

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

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

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

6. Return or Destruction of Information.

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

(i) termination of this Agreement;

(ii) expiration of this Agreement; or

(iii) Receiving Party's determination that it no longer has a need for such Information.

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

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

8. Notice.

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

(i) by personal delivery, when delivered personally;

(ii) by overnight courier, upon written verification of receipt; or

(iii) by certified or registered mail with return receipt requested, upon verification of receipt.

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

RailTel Corporation of India limited:

Attn:

Address:

Phone:

Email.:

Attn:

Address

Phone:

Email

9. Term, Termination and Survivability.

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

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

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

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

13. Settlement of Disputes:

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

relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

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

15. CONFIDENTIALITY OF NEGOTIATIONS

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

16. REPRESENTATION

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

17. ASSIGNMENT

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

18. EMPLOYEES AND OTHERS

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

19. NO LICENSE

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

20. RELATIONSHIP BETWEEN PARTIES:

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

21. UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)

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

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

22. MISCELLANEOUS.

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

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

| | |
|--------|---------------------------------------|
| | RailTel Corporation of India Limited: |
| By | By |
| Name: | Name: |
| Title: | Title: |

Witnesses:

Signature of Bidder
Name:
Designation
Place:
Date:

Seal of BA Organization

Pre Bid Agreement -Annexure 11

(If Applicable)

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

This Pre-Bid Agreement (the “**Agreement**”) is made at New Delhi on this _____ Day of (month) 2023. **BETWEEN**

M/s. RailTel Corporation Of India Limited, (CIN: L64202DL2000GOI107905) a company registered under the Companies Act 1956, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi India – 110 023 and Southern Regional office at 1-10-

39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad-

500 016 (hereinafter referred to as “**RailTel**” which expression shall, unless repugnant to the context

or meaning thereof, be deemed to include its successors and permitted assigns) of the

FIRST PART. AND

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

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

And collectively as “**Parties.**”

Whereas,

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

B) _____(DETAILS OF SECOND PART)

C) RailTel had floated an **EOI No:**

dated_____pursuant to the RFP floated by End Customer for“

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

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

E) RailTel shall submit Rupees YYYY as BG against pre integrity pact at the time of submission of bid as an Integrity Pact bank guarantee to end customer and accordingly “XXXX” shall submit Rupees ZZZZ as BG of pre integrity pact on back to back basis to RailTel before final submission of the said bid to end customer. **(This is applicable on cases to case basis as per KSITIL requirement. May please read in conjunction of the current RFP.)**

F) Party hereby acknowledges that RailTel has received Rs.

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

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

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

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

1. SCOPE OF CO-OPERATION

1.1. Parties have agreed to form a “business association” to co-operate with each other on an exclusive basis with respect to execution of the said Project.

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

2. Technical Terms – As per KSITIL document

3. **TERM AND TERMINATION**

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

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

- 3.2. This Agreement can be terminated by either Parties forthwith in the event of happening of the following events:

- (a) End customer announces or notifies the cancellation of the said Project and / or withdrawing the said RFP.
 - (b) The receipt of an official communication that End customer chooses not to proceed with RailTel for the said Project or RailTel is not short listed by End customer.
 - (c) Material breach of any of the terms and conditions of this Agreement by either of the Parties and the same is not rectified by the defaulting Party beyond 15 (fifteen) days (or a reasonable time period as mentioned under the notice issued by the other Party) from the date of receipt of notice from the other Party to cure the said breach.
- 3.3. Parties agree and understand that as of the execution of this Agreement they are contractually bound and obligated to perform the services, obligations and the scope of work entrusted, should RailTel be declared as the successful bidder of the said Project. Any Party shall not withdraw its participation subsequent to execution of this Agreement, at any point in time except in case of material breach of any of the terms of the Agreement.

- 3.4. In case “XXXX” breach the terms of Agreement i.e. defaulting party in such case the balance unsupplied quantity or service shall be completed by RailTel i.e. non-defaulting party and cost for completion of that balance unsupplied quantity or service of such defaulting party shall be executed by RailTel at the risk and cost of such defaulting party.

4. Liability:

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

5. EXCLUSIVITY

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

6. PAYMENT TERMS

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

7. TAXES

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

8. INDEMNIFICATION

- 8.1 Parties agree to and undertake to indemnify and hold each other, its officers, directors, agents and employees harmless, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including attorney's reasonable fees, costs of investigation and defence) arising out of or resulting from any claim, action or other proceeding(including any proceeding by any of the indemnifying party's employees, agents or contractors)based upon:
- i. any breach or contravention of any of the terms, conditions, covenants of this Agreement by the Party;
 - ii. Unethical business practices;
 - iii. any acts or omission of the Party and/ or any of its employees, agents or contractors, and the liability for damages to property arising from or out of party operations in connection with the performance of this agreement;
 - iv. any claim for taxes that might arise or be imposed due to this performance of Services hereunder;
 - v. any representation or warranty or information furnished by the Party being found to be false;
 - vi. Parties failure to pay all applicable compensation to its respective personnel;
 - vii. death or personal injury to any person;
 - viii. destruction or damage to any property by acts or omissions of either Party, its representatives or personnel;

- ix. any violation/non-compliance by the Party with any applicable laws governmental regulations or orders;
- x. any third party liability;
- xi improper handling or misuse of the Confidential Information of the Party(ies) by the Party

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

9. COMPLIANCES TO STATUTORY OBLIGATIONS

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

10. LEGAL STATUS

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

11. REPRESENTATIONS AND COVENANTS

- 11.1. Each Party represents and warrants to the other Party as follows:
 - 11.1.1. That it has full capacity, power and RCIL/end Customer and has obtained all requisite consents and approvals to, enter into and to observe and perform this Agreement and to consummate the transactions contemplated hereunder. Each of the Persons / personnel executing this Agreement on behalf of the each of the Parties have full capacity and RCIL/end Customer to sign and execute this Agreement on behalf of the respective Parties;
 - 11.1.2. The execution, delivery and consummation of, and the performance by it, of this Agreement shall not conflict with, violate, result in or constitute a breach of or a default under, (a) any contract by which it or any of its assets or properties, are bound or affected, and/or (b) its constitutional documents;
 - 11.1.3. This Agreement constitutes its legal, valid and binding obligations, enforceable against it, inaccordance with their terms under Applicable Statutory Law(s);
 - 11.1.4. It has the right, RCIL/end Customer and title to execute this Agreement;

12. SUBCONTRACTING BETWEEN PARTIES

If a Party subcontracts certain supplies or services pertaining to its scope of work to the other party, then the resulting relationship between such parties shall be governed by a separate

subcontract. This Agreement shall not in any way be affected thereby except as stated otherwise in this Agreement.

13. GOVERNING LAW AND JURISDICTION

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

14. GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION

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

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

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

15. FORCE MAJEURE

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

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

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

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

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

16. INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

17. CONFIDENTIALITY

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

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

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

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

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

- 17.3.3. Rightfully received from a third party without being responsible for its confidentiality;
- 17.3.4. Disclosed by the disclosing party to a third party without being responsible for its Confidentiality on such third party;
- 17.3.5. Independently developed by the receiving party prior to or independent of the disclosure;
- 17.3.6. Disclosed under operation of law;
- 17.3.7. Disclosed by the receiving party with the disclosing party's prior written approval.
- 17.4 XXXX agrees and acknowledges that XXXX, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. XXXX shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, XXXX shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

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

18. **NOTICES**

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

To
RailTel Corporation of India Limited
To: RailTel Corporation of India Ltd Kind Attn: Executive Director /
Southern Region
Address: 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport
Road, Opp. Shoppers Stop, Hyderabad- 500 016 No.: +91-40-27788000

To
XX
XX

To:
XXXX

Kind Attn: _____ Address: _____

Mob. No.: _____ Email: _____

19. **AMENDMENT**

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

20. PRIOR UNDERSTANDING

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

21. GENERAL

21.1. Binding Effect:

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

21.2. Counterpart:

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

21.3. Non-Partnership:

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

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

21.4. Severability:

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

21.5. Waiver:

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

21.6. Time is of essence:

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

22. Miscellaneous

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

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

22.3. Each Party shall be solely responsible for its own actions or failures to act and for its own commitments and undertakings. Neither Party shall present itself as the representative or

agent of the other Party, nor shall it have the power or the RCIL/end Customer to commit the other Party, unless it receives the other Party's prior written consent.

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

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

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

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

For RailTel Corporation Of India Limited
XXXX

Authorised Signatory
Signatory

Name:
Name: Designation:
Designation:

In Presence
of witness:

Signature:
Signature: Name:
Name: Address:
Address

For

Authorized

Signature of Bidder
Name:
Designation
Place:
Date:

Seal of BA Organization

Annexure 12

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.3100/-.The paper has to be in the name of the BA) **

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

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

VERIFICATION

DEPONENT
SEAL AND SIGNATURE OF THE BA

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

DEPONENT

SEAL AND SIGNAURE OF

THE BA Place:

Dated:

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

Signature of Bidder

Name:

Designation

Place:

Date:

Seal of BA Organization



**Request for Proposal
for
Supply of Network Switches for KFON FTTH Network.**

Tender Ref No: KSITIL/KFON/2023-24/8249

October 2023

Published by
Kerala State Information Technology Infrastructure Limited
First Floor, Saankethika, PF Road, Pattom palace P.O
Thiruvananthapuram- 695004

DISCLAIMER

The information contained in this tender or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this tender and such other terms and conditions subject to which such information is provided.

This tender is issued by the The Managing Director, Kerala State Information Technology Infrastructure Ltd. This tender is not an agreement and is neither an offer nor an invitation by the Authority to the prospective Applicants or any other person. The purpose of this tender is to provide interested parties with information that may be useful to them in the formulation of their Bid pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to Supply of Network Switches for KFON FTTH Network. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Tender may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender and obtain independent advice from appropriate sources.

Information provided in this Tender to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, and rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this selection process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Tender. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender. The issue of this Tender does not imply that the Authority is bound to select an Applicant or Applicants, as the case may be, and the Authority reserves the right to reject all or any of the Proposals without assigning any reason whatsoever.

The Applicant shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the selection process.

Glossary of Terms

| Abbreviation | Description |
|---------------------|--|
| KSITIL | Kerala State Information Technology Infrastructure Limited |
| KFON | Kerala Fibre Optic Network |
| BG | Bank Guarantee |
| BoQ | Bill of Quantity |
| DD | Demand Draft |
| EMD | Earnest Money Deposit |
| EoI | Expression of Interest |
| GoI | Government of India |
| GoK | Government of Kerala |
| KIIFB | Kerala Infrastructure Investment Fund Board |
| LoI | Letter of Intent |
| MAF | Manufacturer Authorization Form |
| MoU | Memorandum of Understanding |
| SI | System Integrator |
| NDA | Non-Disclosure Agreement |
| NIT | Notice Inviting Tender |
| NOC | Network Operation Center |
| OEM | Original Equipment Manufacturer |
| OFC | Optical Fibre Cable |
| PMU | Project Management Unit |
| PoP | Point of Presence |
| RFP | Request for Proposal |
| RoW | Right of Way |
| SLA | Service Level Agreement |
| FTTH | Fiber-to-the-Home |
| OEM | Original Equipment Manufacture |
| SOR | Schedule of Rate |
| PERT | Program Evaluation Review Technique |

Table of Contents

| | |
|---|-----------|
| DISCLAIMER | 2 |
| TABLE OF CONTENTS | 4 |
| DEFINITIONS | 6 |
| 1 BIDDING DATA SHEET | 8 |
| 2 ABOUT THE PROJECT | 10 |
| KFON NETWORK ARCHIECTURE | 10 |
| KFON NETWORK DESCRIPTION | 10 |
| 3 INSTRUCTIONS TO BIDDERS | 11 |
| 3.1 PROCUREMENT UNDER KERALA FIBRE OPTIC NETWORK | 11 |
| 3.2 GENERAL | 11 |
| 3.3 DUE DILIGENCE | 12 |
| 3.4 COST OF BIDDING | 12 |
| 3.5 LANGUAGE OF THE BID | 12 |
| 3.6 PRE-BID MEETING & CLARIFICATIONS | 12 |
| 3.6.1 Responses to Pre-Bid Queries and Issue of Corrigendum | 13 |
| 3.6.2 Tender Fees | 13 |
| 3.6.3 Earnest Money Deposit (EMD) | 13 |
| 3.6.4 Completeness of Response | 14 |
| 3.6.5 Bid Prices | 14 |
| 3.6.6 Firm Prices | 14 |
| 3.6.7 Conditional bids by the bidders | 15 |
| 3.6.8 Bid Validity Period | 15 |
| 3.7 LOCAL CONDITIONS | 15 |
| 3.8 TENDER OPENING | 15 |
| 3.9 CLARIFICATION OF BIDS | 15 |
| 3.10 RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS | 16 |
| 3.11 NOTIFICATION OF AWARD | 16 |
| 3.12 PERFORMANCE GUARANTEE (PG) | 16 |
| 3.13 SIGNING OF CONTRACT | 16 |
| 3.14 TERMS AND CONDITIONS OF THE TENDER | 17 |
| 4 EVALUATION FRAMEWORK | 17 |
| 4.1 TWO STAGE BID SYSTEM | 17 |
| 4.2 BID EVALUATION | 19 |
| 4.3 EXAMINATION OF BID DOCUMENTS AGAINST ELIGIBILITY CRITERIA | 19 |
| 4.4 EVALUATION OF DOCUMENT | 19 |
| 4.5 PRE-QUALIFICATION CRITERIA | 20 |
| 4.6 TECHNICAL EVALUATION CRITERIA | 22 |
| 4.7 EVALUATION OF COMMERCIAL BID | 23 |
| 4.8 SPLITTING OF ORDERS | 23 |
| 4.9 REJECTION CRITERIA | 24 |
| 4.9.1 General rejection criteria | 24 |
| 4.9.2 Technical Rejection Criteria | 24 |
| 4.9.3 Commercial Rejection Criteria | 24 |
| 4.9.4 Fraud and Corrupt Practices | 25 |
| 4.9.5 Conflict of Interest | 26 |

| | | |
|-----------|---|-----------|
| 5 | SCOPE OF WORK..... | 27 |
| 5.1 | SCHEDULE OF REQUIREMENTS..... | 27 |
| 6 | TECHNICAL SPECIFICATION | 27 |
| 6.1 | TECHNICAL SPECIFICATION OF TYPE 1 - NETWORK SWITCH..... | 27 |
| 6.2 | TECHNICAL SPECIFICATION OF TYPE 2 - NETWORK SWITCH..... | 30 |
| 6.3 | TECHNICAL SPECIFICATION OF TYPE 3 - NETWORK SWITCH..... | 32 |
| | NOTE: - IN THE SPECIFICATION WHEREVER SUPPORT FOR A FEATURE HAS BEEN ASKED FOR, IT WILL MEAN THAT THE FEATURE SHOULD BE AVAILABLE WITHOUT REQUIRING ANY OTHER HARDWARE/SOFTWARE/LICENSES. | 35 |
| 6.4 | TECHNICAL SPECIFICATION OF TYPE 4 - NETWORK SWITCH..... | 35 |
| | NOTE: - IN THE SPECIFICATION WHEREVER SUPPORT FOR A FEATURE HAS BEEN ASKED FOR, IT WILL MEAN THAT THE FEATURE SHOULD BE AVAILABLE WITHOUT REQUIRING ANY OTHER HARDWARE/SOFTWARE/LICENSES. | 37 |
| 7 | TERMS AND CONDITIONS: | 37 |
| 7.1 | OFFER LETTER AND VALIDITY OF OFFER..... | 37 |
| 7.2 | WARRANTY | 37 |
| 7.3 | WARRANTY SUPPORT..... | 37 |
| 8 | PAYMENT SCHEDULE | 38 |
| 9 | PROJECT DELIVERABLE AND TIMELINES | 38 |
| 10 | PURCHASE'S RIGHT TO VARY QUANTITIES..... | 38 |
| 11 | LONG TERM MAINTENANCE SUPPORT..... | 39 |
| | FORMAT FOR TECHNICAL BID COVER LETTER..... | 39 |
| | FORMAT FOR COMMERCIAL BID COVER LETTER..... | 41 |
| | FORMAT FOR PROJECT EXPERIENCE CITATIONS..... | 43 |
| | FORMAT FOR MANUFACTURER AUTHORIZATION..... | 44 |
| | FORMAT FOR AFFIDAVIT | 46 |
| | PERFORMANCE BANK GUARANTEE | 48 |
| | FORMAT FOR MALICIOUS CODE CERTIFICATE | 50 |

Definitions

| # | Term | Definition |
|-----|-------------------------------------|--|
| 1. | Agreement/ Contract | The Agreement entered between Authority and the Successful Bidder including all attachments, schedules, annexure thereto and all documents incorporated by reference therein and all amendments, corrigendum /corrigenda, changes thereto |
| 2. | Client/ Authority | Kerala State Information Technology Infrastructure Limited, represented by its Managing Director |
| 3. | Bidder | The use of the term “Bidder” in the Tender means the agency participating in this tender. |
| 4. | Bid/Proposal | Offer by the Bidder to fulfil the requirement of the Client/Authority under the RFP/Contract for an agreed price. It shall be a comprehensive technical and commercial response to the Tender |
| 5. | Breach | A breach by Bidder of any of its obligations under this Agreement |
| 6. | Confidential Information | All information including Authority’s data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budget and personnel of each department and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement); |
| 7. | Control | Control means the term “Control” as defined in section 2(27) of the Companies Act, 2013 |
| 8. | Deliverables of the Agencies | Products, infrastructure and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFP and includes all related documents like manuals inter alia payment and/or process related etc., source code and all its modifications |
| 9. | Intellectual Property Rights | All rights in written designs and copyrights, trademarks, moral rights, rights in databases and Bespoke Software / Pre-existing work including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration) |
| 10. | Month/ Week | The Month shall mean calendar month & Week shall mean calendar week |
| 11. | Project | Project shall mean Supply of Network Switches for KFON FTTH Network. |

| # | Term | Definition |
|-----|--|---|
| 12. | Project Implementation | Project Implementation as per the quality and testing standards and acceptance criteria prescribed by the Authority or its nominated agencies |
| 13. | Request for Proposal/ Tender Document | Written solicitation that conveys to the Bidder, requirements for products/ services that the Authority intends to buy and implement |
| 14. | Service Level | The level of service and other performance criteria which will apply to the Services delivered by the Bidder, executed as part of the Service Agreement |
| 15. | Network System | Network System shall mean the network infrastructure to be laid at each location |
| 16. | Successful Bidder | The Bidder who is qualified & successful in the bidding process and awarded the Contract and will be referred to as Agency |

Table 1: Definitions

1 Bidding Data Sheet

| Notice Inviting Tender | | |
|------------------------|---|--|
| 1. | Name of the Tender Inviting Authority | KSITIL |
| 2. | Officer Tender Inviting Authority | Managing Director, KSITIL |
| 3. | Name of the Tender | Supply of Network Switches for KFON FTTH Network. |
| 4. | Tender Reference Number | KSITIL/KFON/2023-24/8249 |
| 5. | Tender Type | Open Tender |
| 6. | Tender Category | Supply |
| 7. | Publication of Tender Document | e-Procurement Portal of Govt of Kerala |
| 8. | Contact Person | Project Head, KFON |
| 9. | Address | Kerala State Information Technology Infrastructure Ltd., First Floor, Saankethika, PF Road, Pattom palace P.O, Thiruvananthapuram 695004 |
| 10. | Contact No. | 0471-4068006; 2969640 |
| 11. | E-Mail ID, for any clarifications | kfon@ksitil.org |
| 12. | Time & last date to submit pre-bid queries. | 15:00 hrs; 19/10/2023 |
| 13. | Pre-bid Meeting | Time: 11:00 AM; Date: 20/10/2023 |
| 14. | Pre-Bid Meeting Venue | Online |
| 15. | Procedure for Bid Submission | Submission through e-Procurement Portal of Govt of Kerala |
| 16. | Last Date of Submission of Bids | Time:17 Hrs; Date:14/11/2023 |
| 17. | Opening of Technical Bids | Time:17 Hrs; 15/11/2023 |
| 18. | Bid System | 1. Technical bid 2. Commercial Bid |
| 19. | Tender Fee (Non -Refundable) | Rs. 11,800/-(Rupees Eleven Thousand Eight Hundred only) Including GST@18% |
| 20. | EMD (Refundable) | Rs. 2,00,000 (Rupees Two Lakhs Only) |
| 21. | Validity of the Bid | 180 days from the date of opening of price bid |
| 22. | Contract period | 3 years |
| 23. | Performance Guarantee (PG) | 5% of the total contract value At least 50% of this deposit shall be collected from Treasury Fixed Deposit and rest in the form of Bank Guarantee from a scheduled Commercial Bank/Nationalised Bank/Kerala Financial |

| Notice Inviting Tender | | |
|------------------------|---------------------------------------|---|
| | | Corporation in favour of "The Managing Director, Kerala State IT Infrastructure Ltd.", payable at Thiruvananthapuram. |
| 24. | Performance Guarantee validity period | Three (3) months beyond expiry of contract period |
| 25. | Period of Signing the Contract | Within 15 days from the date of receipt of notification of award (Letter of Intent) |
| 26. | Terms & Conditions | As per the Tender document |

Table 2: Bidding Data Sheet

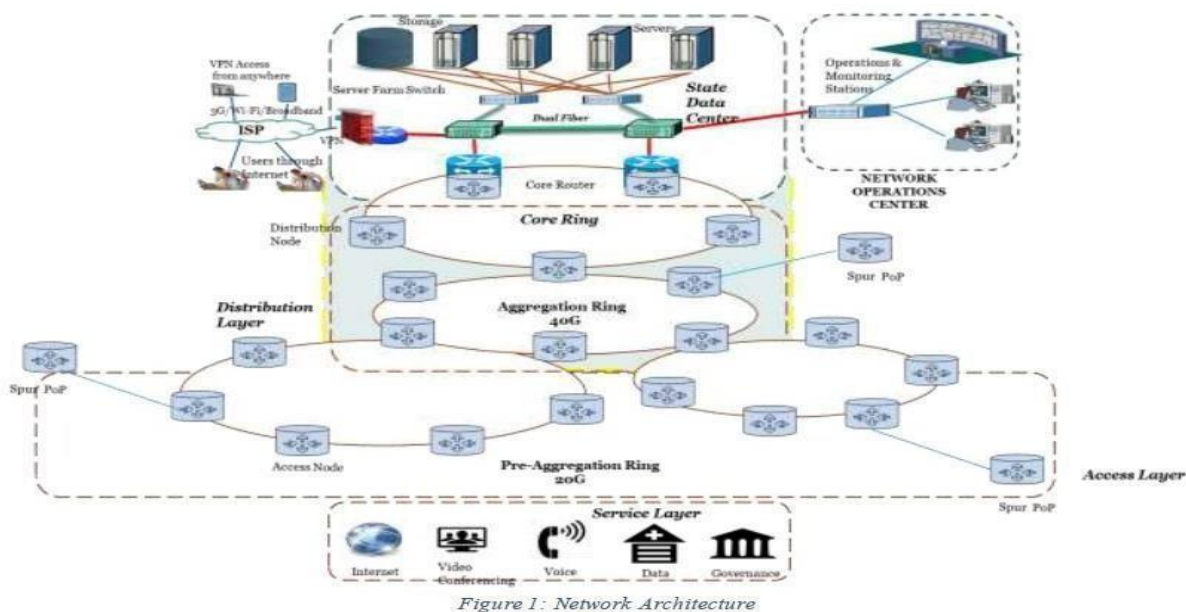
Note:

- Please visit <https://etenders.kerala.gov.in/> for further details regarding the e-tendering process.
- All the notification/details and terms and conditions regarding this tender notice hereafter will be published online on web site <https://etenders.kerala.gov.in/>
- All the clarifications / corrigendum to the queries will be published on the above said websites.

2 About the Project

Government of Kerala has commissioned a dedicated optical fibre network capable of efficient service delivery, assured Quality of Service (QoS), reliability, interoperability, redundancy, security, and scalability, across Kerala covering 14 districts through the KFON project. This project has enabled connectivity to about 30,000 Government institutions and is about to embark on providing FTTH connectivity. For more details, please visit <https://etenders.kerala.gov.in/>

KFON Network Architecture



KFON Network Description

Point of Presence (PoP)

The PoPs for Kerala Fibre Optic Network are located inside KSEBL owned substations. These PoPs have been divided into Core, Aggregation, Pre-Aggregation and Spur PoPs. The substations which could not be brought under either core, aggregation or pre- aggregation rings shall be treated as Spur PoPs.

Core POP

One substation in each district is the Core PoP. All the Core PoPs are interconnected with NOC and State Data Centre, thus creating an inter-district route through the DWDM equipment's and Juniper MX960 Routers (2 Nos.). This ring will carry all the traffic from the districts up to the NOC and the State Data Centre. Also, the core ring is designed to carry the traffic from one district to another. The core ring is designed to carry 100 Gbps traffic at each district which can be scaled up if required in the future.

Aggregation POP

Each district has one aggregation ring which shall connect the Core PoP with 4 or 5 PoPs within that district. This layer of the network will aggregate traffic coming from all the horizontal offices/homes/enterprises connected to the aggregation PoPs (Juniper MX 480 routers), spurs to aggregation rings and pre-aggregation rings' traffic and route into NOC, Data Centre, and district to district through core ring. The traffic will aggregate at Core PoP of the respective district. Each Aggregation Ring is of 40 Gbps capacity which can be scaled up if required in the future.

Pre- Aggregation POP

The remaining rings are considered as pre-aggregation rings (Juniper MX 204 HA routers) within the district, and it connects to the aggregation ring. These rings will aggregate at an aggregation PoP and will carry the traffic coming from all the horizontal offices/homes/enterprises connected to the pre-aggregation PoPs and spurs to pre-aggregation rings. There may be multiple pre-aggregation rings in a district. These rings shall be of 20 Gbps capacity which can be scaled up if required in the future.

Spur POP

Remote location PoPs which could not be connected in the ring are termed as Spur PoPs with 10 Gbps capacity scalable if required in the future.

Network Operating Centre (NOC)

The State level NOC of Kerala Fibre Optic Network is the heart of operations and management of the statewide network under this project. KFON has laid down the infrastructure for providing connectivity to all government institutions/home/enterprises and has the provision for leasing dark fibre and selling bulk bandwidth to various service providers to enable delivery of end-user services.

3 Instructions to Bidders

3.1 Procurement under Kerala Fibre Optic Network

MD, KSITIL invites proposals from bidders who can supply Network Switches for KFON FTTH Network.

- a) Participating entities shall agree to adhere to the Terms & Conditions and Scope & Services mentioned in this tender.
- b) All the terms and conditions are to be read jointly as mentioned in the website (<https://etenders.kerala.gov.in/>) and in this document.
- c) The tender document is available on the e-Procurement portal of the Government of Kerala <https://etenders.kerala.gov.in/>

3.2 General

- a) While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidders must form their own conclusions about the services required. Bidders and recipients may wish to consult their own legal advisers in relation to this RFP.

- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Authority on the basis of this RFP.
- c) The Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Authority.
- d) This RFP supersedes and replaces any previous public documentation and communications, and Bidders should place no reliance on such communications.

3.3 Due Diligence

Bidder is expected to examine all instructions, forms, terms and specifications in the Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid.

3.4 Cost of Bidding

Bidder shall bear all costs associated with the preparation and submission of its Bid and the Authority shall in no event be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3.5 Language of the Bid

The bids prepared by the Bidder and all subsequent correspondence and documents relating to the Bids exchanged by the Bidder and the Authority shall be written in the English language. Any printed literature furnished by the Bidder, written in another language, shall be accompanied by an accurate English translation, in which case, for purposes of interpretation of the Bid, the English translation shall prevail.

3.6 Pre-Bid Meeting & Clarifications

- a) The Authority will host a Pre-Bid meeting for answering queries (if any) by the prospective bidders. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information necessary for them to submit their Bid. The Authority reserves the right to hold or re-schedule the Pre-Bid meeting.
- b) The Pre-Bid meeting will be held on the date and venue as specified in the Bidding Data Sheet. The bidder or the representatives of the bidders as authorized in writing by the respective organization (limited to two) may attend the pre-bid meeting at their own cost.
- c) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach the Authority by **email only (Excel File)** on or before the last date for sending pre-bid queries mentioned in the Bidding Data Sheet of this document by the bidder/authorized representative of the Bidder with subject line: **"Supply of Network Switches for KFON FTTH Network PRE-BID QUERY"**.
- d) The queries should necessarily be submitted in the following format:

| Sl. No. | Page No. | Section No. | Content/ Clause of the RFP requiring clarification | Clarification Sought |
|---------|----------|-------------|--|----------------------|
| | | | | |

- e) Queries submitted post the deadline mentioned in the website or which do not adhere to the above mentioned format may not be responded to. The Authority shall not be responsible for ensuring that they have received the Bidder's queries.
- f) Bidders are requested to submit the e-mail address, mobile no. of the bidder/authorized representatives and registered address for all communications.
- g) The bidder shall share the Pre-bid queries to the following mail id : **kfon@ksitil.org**

3.6.1 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Authority shall provide timely response to the queries. However, the Authority makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the Authority undertake to answer all the queries that have been posted by the Bidders.
- b) At any time prior to the last date for receipt of bids, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted only on <https://etenders.kerala.gov.in/>
- d) Any such Corrigendum shall be deemed to be incorporated into this RFP. In each instance in which provisions of the Corrigenda contradict or are inconsistent/ inapplicable with the provisions of the Tender Document, the provisions of the Corrigendum shall prevail and govern, and the contradicted or inconsistent/inapplicable provisions of the Tender shall be deemed amended accordingly.
- e) In order to provide prospective Bidders reasonable time for taking the Corrigendum into account, the Authority may, at its discretion, extend the last date for the receipt of Proposals.

3.6.2 Tender Fees

Bidder needs to pay tender fee as per the Bidding Data Sheet.

3.6.3 Earnest Money Deposit (EMD)

- a) Bidders should submit the EMD as per the Bidding Data Sheet.
- b) The EMD of all unsuccessful bidders will be refunded, on receipt of letter of acceptance from Successful Bidder along with security deposit.

- c) The EMD amount is interest free and will be refundable without any accrued interest on it.
- d) The EMD shall be returned to the Successful Bidder upon signing of contract and submission of Performance Guarantee.
- e) The Bid submitted without EMD, mentioned above, will be summarily rejected.
- f) The EMD may be forfeited:
 - o If a Bidder withdraws its bid during the period of bid validity
 - o If the Successful Bidder fails to sign the contract or submit Performance Guarantee within the stipulated period.

3.6.4 Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements, appendices and other information in this RFP document carefully. Online submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - o Comply with all requirements contained in this RFP;
 - o Include all supporting documentations specified in this RFP;
 - o All pages of the Bid must be numbered and duly signed by the Authorized Signatory accompanied by a Power of Attorney/Board Resolution.

3.6.5 Bid Prices

- a) The Bidder shall indicate in the proforma prescribed, the unit rates and total bid prices for the services, it proposes to provide under the Agreement. Prices should be shown separately for each item as detailed in this Tender Document. The price quoted shall be inclusive of all charges excluding GST. GST shall be payable extra at actual rates.
- b) The Bidder shall carry out all the tasks in accordance with the requirement of the tender documents and with due diligence. It shall be the responsibility of the Bidder to fully meet all the requirements of the Tender Documents and to meet objectives of the Project.

3.6.6 Firm Prices

- a) Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever. The bid prices shall be indicated in Indian Rupees (INR) only.

- b) The Commercial Bid should clearly indicate the price quoted without any ambiguity / qualifications whatsoever and should include all applicable taxes, duties, fees, levies, and other charges as may be applicable, excluding GST (to be quoted in separate column in the commercial bid) in relation to the activities proposed to be carried out.
- c) Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable for rejection.

3.6.7 Conditional bids by the bidders

The Bidder should abide by all terms and conditions specified in the Tender Document. Conditional offers shall be liable for dis-qualification.

3.6.8 Bid Validity Period

Bids shall be valid for a period as mentioned in the Bidding Data Sheet. A Bid valid for shorter period may be considered as non-responsive. In exceptional circumstances, at its discretion, the Authority may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or email.

3.7 Local Conditions

- a) Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.
- b) The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of Letter of Intent as described in the bidding document. The Authority shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c) It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, whatsoever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the Authority. Neither any change in the time schedule of the contract nor any financial adjustments arising there-of shall be permitted by the Authority on account of failure of the Bidder to know the local laws / conditions.

3.8 Tender Opening

Received bids will be opened at the Head Office of KSITIL on the date and time provided in the Bid data Sheet or published in the <https://etenders.kerala.gov.in> Portal of the Government of Kerala. The result of bids will be published in the above portal.

3.9 Clarification of Bids

To assist in the scrutiny, evaluation and comparison of bids, the Authority may, at its discretion, ask some or all Bidders for clarifications with regards to their Bid. The request for such clarifications and the response will necessarily be in writing. Failure of a Bidder to submit additional information or clarification as sought by the Authority within the prescribed period will be considered as a non-

compliance and the Bid may be evaluated based on the limited information furnished along with the Bids.

3.10 Right to accept any Bid and reject any or all Bids

The Authority reserves the right to accept or reject any Bid, and to annul the tendering process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such action.

3.11 Notification of Award

The Authority will notify the Successful Bidder via letter/email of its intent of accepting the Bid. The Successful Bidder shall be required to sign the LoI and return the same to the address and within the specified time period in the Bidding Data Sheet as a token of acceptance of the LoI/Work order

3.12 Performance Guarantee (PG)

As a condition precedent to execution of the Agreement, the Successful Bidder after the tender, shall ensure submission of the requisite unconditional irrevocable Bank Guarantee, in the prescribed format within the time period prescribed in the Bidding Data Sheet as a Performance Guarantee for the services to be performed under the resultant Agreement. The Bank Guarantee amount and its validity shall be equivalent to that mentioned in the Bidding Data Sheet. Performance Guarantee may be subject to forfeiture as per the clauses mentioned in the Tender Document.

EMD of the Successful Bidder shall be returned on submission of PG by Successful Bidder after successful execution of the Agreement.

The Performance Guarantee may be liquidated by the Authority as penalty / liquidated damages resulting from the agency's failure to honour its obligations under the resultant Agreement. The Performance Guarantee shall be returned by the Authority to the Bidder within ninety (90) days of the term/expiration of the resultant Agreement after applicable deductions as per the Agreement, if any.

The bidders shall submit 5% of the total contract value as Performance Guarantee. At least 50% of this deposit shall be collected in the form of Treasury Fixed Deposit and rest in the form of Bank Guarantee from a scheduled Commercial Bank / Nationalised Bank/ Kerala Financial Corporation in favour of "The Managing Director, Kerala State IT Infrastructure Ltd.", payable at Thiruvananthapuram. Performance Guarantee must be furnished within 15 days from the date of receipt of notification of award (Letter of Intent/Work Order).

Apart from Performance Guarantee, for bidders / OEM who are not having a valid TEC/MCTCE certification and providing undertaking to obtain the certification of the product before the expiry of contract period, an additional bank guarantee equivalent to 5% of the total contract value to be submitted along with the undertaking. The bank guarantee shall be issued by any scheduled Commercial Bank / Nationalised Bank/ Kerala Financial Corporation in favour of "The Managing Director, Kerala State IT Infrastructure Ltd.", payable at Thiruvananthapuram. The bank guarantee must be furnished within 15 days from the date of receipt of notification of award (Letter of Intent/Work Order).

3.13 Signing of Contract

Subsequent to the Authority's notification to the Successful Bidder by way of a LOI/Work Order, acceptance of the LOI/Work Order and submission of the Performance Guarantee, the Successful Bidder shall execute the Agreement with the Authority. Failure of the Successful Bidder to furnish

the Performance Guarantee or execute the agreement within the prescribed time shall cause the EMD of the Successful Bidder to be liquidated. In such an event, the Authority may choose to negotiate with the next eligible Bidder. The Successful Bidder will be liable to indemnify the Authority for any additional cost or expense, incurred on account of failure of the Successful Bidder to execute the Agreement.

Notwithstanding anything to the contrary mentioned above, the Authority at its sole discretion shall have the right to extend the timelines for execution of Agreement on the request of the Successful Bidder, provided the same is bona fide.

3.14 Terms and conditions of the Tender

Bidder is required to enter into a Master Service Agreement for all the terms and conditions (including project timelines) to be adhered to by the Successful Bidder during Project implementation. The following documents shall be deemed to form and be read and construed as part of the Agreement viz.:

- i. The Master Service Agreement confirmed by the Authority with the successful bidder.
- ii. The Letter of Intent/Work Order.
- iii. The RFP.
- iv. The Proposal and any other documents submitted by the bidder to the extent accepted by the Authority.

4 Evaluation Framework

4.1 Two Stage Bid System

- a) Complete bidding process will be in two stage –bid system. All the notification and details terms and conditions regarding, this tender notice hereafter will be published online on the portal <https://etenders.kerala.gov.in/>
- b) Bidder should submit closed bid as specified in the Tender Document through the e-Procurement Portal of the Government of Kerala.
- c) Technical bids will be opened as per the timeline specified in the datasheet.
- d) The rates should be quoted in the Commercial Bid format attached with the tender.
- e) The Authority reserves the right to accept or reject any or all the tenders without assigning any reason.
- f) Wherever a specific form is prescribed in the RFP document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information,

space at the end of the form or additional sheets shall be used to convey the required information. For all other cases, the Bidder shall design a form to hold the required information.

- g) The Authority reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted technical bid at any point of time before opening the Commercial Bid. The Bidder shall furnish the required information to the Authority and its appointed representative on the date asked for, at no cost to the Authority. The Bidder's name, the Bid Price, the total amount of each Bid and other such details as the Tendering Authority may consider appropriate, will be announced and recorded by the Authority at the opening of bid.

The two stage-Bid to be submitted by the Bidder shall consist of the following:

| | |
|-------------------------------------|--|
| Technical Bid (Cover-1) | <ul style="list-style-type: none">• The Bidder shall furnish, Technical Proposal, documents establishing the technical qualifications, documents supporting technical proposals, proof of registered office in India, Project experience etc. to perform the Contract.• The Technical Bid shall be prepared in accordance with the requirements specified in this Tender and in the formats prescribed in the Tender Document.• Technical Bid should be submitted along with a certified true copy of a board resolution/Power of Attorney empowering authorized signatory to sign/act/execute documents binding the Bidder organization to the terms and conditions detailed in this proposal.• The authorized signatory of the bidder shall sign on all the statements, documents, certificates uploaded by them, owning responsibility for their correctness/ authenticity.• Technical Bid should not contain commercials of the Project, in either explicit or implicit form.• Conditional Technical Bid is liable for rejection.• POC testing at OEM/Bidder/KFON NOC (Kochi) location as per the technical specifications mentioned in the RFP. In case if the OEM proposes the POC in OEM/Bidder's location, it should be within India.• POC shall be conducted for the make and model proposed for this RFP.• Requisite hardware/software required for completing the POC shall be arranged by the OEM/Bidder.• POC should be completed within 7 days after the intimation from the Authority. |
| Commercial Bid (Cover-2) | <ul style="list-style-type: none">• Forms and formats specified in the tender document need to be scrupulously followed. Any deviation in it (without proper justification) may lead to disqualification of the Bid.• Price quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation", etc. will be treated as being at variance and shall be liable to be summarily rejected.• The price quoted shall be inclusive of all charges excluding GST. GST shall be payable extra at actual rates. |

The Authority will not accept submission of a bid in any manner other than that specified in the Tender Document. Bids submitted in any other manner shall be treated as defective, invalid and rejected.

Bids must be direct, concise, and complete. The Authority will evaluate Bidder's bid based on its clarity and completeness of its response to the requirements of the project as outlined in this Tender.

4.2 Bid Evaluation

- a) Initial Bid scrutiny will be held. Bid will be treated as non-responsive, if it is
- Not submitted in the format as specified in this RFP document.
 - Received without the Letter of Authorization (Power-of-Attorney)
 - Found with suppression of details.
 - Without complete information, subjective, conditional offers and partial offers submitted.
 - Submitted without the documents requested in the checklist.
 - Have non-compliance of any of the clauses stipulated in the RFP.
 - With lesser validity period.

4.3 Examination of Bid documents against Eligibility Criteria

The Bid document will be examined to determine whether the bidder meets the eligibility criteria, whether the proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this Bid Document will be rejected and will not be considered further.

4.4 Evaluation of document

A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in this RFP Document.

All supporting document submitted in support of Eligibility and Technical Evaluation Criteria should comply the following:

- a) Supporting documents should be submitted.
- b) Supporting document should clearly indicate value of the completed project, and the scope of work/ services should be clearly highlighted.
- c) Completion certificate should clearly indicate the value and duration of the project.
- d) In case the Bidder is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy not submitted).
- e) Incomplete order copy submitted by the Bidder will not be considered for evaluation.
- f) In case of projects where order for recurring /Extension and subsequent order has been placed on the Bidder only the mentioned order value will be considered for evaluation.
- g) Bidders failing to comply any of the above, may result in rejection of their bid.

4.5 Pre-Qualification Criteria

Qualifying criteria under this clause lays down minimum acceptable qualifications in various areas to ensure that qualified bidder has necessary experience, technical expertise, equipment, and financial and human resources to successfully complete the project. Bids from bidder not meeting these qualification criteria may be liable to be rejected. The Tenderer/bidder should be an Original Equipment Manufacturer (OEM) or authorized representative of OEM specifically authorized by OEM for bidding in this tender.

| SN | Pre- Qualification Criteria Requirements | Supporting Document Required |
|----|---|--|
| 1) | Legal Entity: The bidder should be a Company registered in India under the Companies Act (India) with their registered office in India for the last three years. | Certificate of Incorporation Registration or Memorandum of Association (MoA) |
| 2) | Financial Capability: The bidder should have received a minimum average turnover of Rs. 10 Crs in last 5 financial years. | Audited Balance Sheet duly certified by the Chartered Accountant or Certificate from Chartered Accountant duly supported by Audited Balance Sheet. |
| 3) | <p>Technical Capability: The tenderer must have successfully completed any of the following during last Five financial years.</p> <p>Three similar works each costing not less than Rs. 2 Crs, or Two similar works each costing not less than Rs. 4 Crs, or One similar work costing not less than 5 Crs.</p> <p>Note: Completion of work should fall in the above period. The bidder shall also furnish work completion/ substantial work completion certificate issued by customer/s for the Purchase Orders/Work Orders.</p> <p>Substantial completion shall be 80% (value wise) or more works completed under the contract. For contracts under which bidder participated as a Joint Venture member or subcontractor, only the bidder's share, by value, shall be considered to meet this requirement.</p> <p># Similar Work: Supply of networking products in Projects of Telecom Transmission Network / Data Network/ Broadband Network in Government / PSUs / Telecom Service Providers network / Class A or B ISP Network / Public listed company</p> | <ul style="list-style-type: none"> Completion certificates with Satisfactory working and value of the work completed from the User Organizations is required to be submitted. In case of substantially completed work, certificate from user for bidder share regarding total value of bidders share of work and value of completed work (minimum 80% of total value of bidders share of work) is required to be submitted. In case of composite work purchase orders, bidder shall submit CA certificate certifying the actual amount pertaining to similar work definition as mentioned in the clause. <p>(The set of documents(s) submitted should clearly certify eligibility criteria and should be verifiable from the user/customer)</p> |
| 4) | The bidder should not have been black- listed currently by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India or anywhere globally | Self-Declaration by the Bidder on Company's letter head |

RFP for Supply of Network Switches for KFON FTTH Network.

| SN | Pre- Qualification Criteria Requirements | Supporting Document Required |
|----|---|---|
| | by Government for the supply of material / security reasons. | |
| 5) | The Bidder or their promoters having equity stake or operating partnership in bidder, should not be holding valid License for Telecom service provider/ISP/NLD, Services License of Government of India for Telecom Operation. However, State run ISP license holders are eligible to participate in this RFP. | Undertaking to be submitted by the Bidder |
| 6) | Bidder should have authorization specific to this tender from respective OEM. Bidder shall submit only one OEM MAF. Bidder submitting MAF from multiple OEMs shall be rejected. | MAF as per format to be submitted |
| 7) | The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their state- ment/ documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed in this RFP. Non submission of an affidavit by the bidder may result in rejection of the bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he/she is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of The Authority to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned. The Authority reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the Authority thereunder. In case of any wrong information submitted by tenderer, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Guarantee (PG) of contract forfeited and bidder will be barred for doing business on KSITIL/KFON for 5 (five) years. | Notarized Affidavit as per Format |
| 8 | Clause wise technical specs compliance along with all mentioned documents/annexures for all clauses to be submitted along with bid by the bidder (i.e., OEM). Back-to-Back warranty with respective OEMs for both Hardware and Software | The certificates/Undertaking for the same will have to be submitted along with bid from respective OEM. |

Table 3:Pre-Qualification Criteria

4.6 Technical Evaluation Criteria

Bidders who have qualified in the Pre-Qualification criteria would undergo Technical Evaluation as per the criteria as follows:

| S.N. | Technical Criteria Requirements | Documentation required |
|------|---|---|
| 1 | OEM should be a registered in India. In case of imported product also OEM should have a registered office in India to provide after sales service support from India itself | All OEM specific certificates like Certificate of Incorporation, PAN, GSTIN, MSME, UDYAM, STARTUP certificates should be submitted by the bidder of the quoted OEM products. |
| 2 | OEM should be ISO 9001, 14001 certified. Incase if the OEM is not having the certification, OEM need to submit the application/acknowledgement before placing the PO if tender is awarded to the OEM/Bidder | Certificates/ Application to be submitted |
| 3 | The OEM should have their own MAC address from it's Indian registered entity. OR Global OEM which is not from a Country that shares a Land Border with India is allowed to use their Global pool of MAC address. They should have their registered office in India. | Certificates to be submitted |
| 4 | OEM shall ensure that their Intellectual Property Rights/IPR trademark certificate are not from a Country that shares a Land Border with India. | OEM declaration to be submitted by the authorized signatory having power on attorney |
| 5 | Hardware and Software supplied by OEM should not have any malicious code. | OEM declaration to be submitted by the authorized signatory having power on attorney |
| 6 | OEM should not have been blacklisted by Central Govt./State Govt./CPSU in India or anywhere globally by Government for security or any other reasons. | OEM declaration to be submitted by the authorized signatory having power on attorney |
| 7 | OEM should have supply record of Telecom and Networking products in Projects of Telecom Transmission Network / Data Network/ Broadband Network in Government / PSUs / Telecom Service Providers network / Class A or B ISP Network / Public listed company. | The certificates (at least PO COPY) from the actual users will have to be submitted. May also submit self-certificate with proper contact detail of end clients along with quantities supplied (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.) |

RFP for Supply of Network Switches for KFON FTTH Network.

| | | |
|----|---|--|
| 8 | OEM should have a Service/Support Centre in Kerala or commitment that OEM will open a service/Support center in Kerala within 60 days in case if contract is awarded | Service center details along with GST no to be shared along with address and contact no. and person. If no service center is available, OEM shall submit a self-declaration stating the service/support center shall be opened within 60 days if contract is awarded |
| 9 | The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Repair, Service Center Supports in the country from where the proposed equipment are planned to be supplied. | The certificates/Undertaking for the same will have to be submitted. OR A self-certification be provided for future production in INDIA. |
| 10 | OEM should have TOLL FREE support Number in India. | Details of the Toll-Free support along with the escalation matrix shall be submitted on the letterhead of the OEM |
| 11 | In case of a start-up OEM, DPIIT registration shall be submitted | Registration certificate from DPIIT |

Table 4: Technical Evaluation Criteria

The Technical compliance sheet shall be submitted by the bidder for compliance with the standards. All active networking components quoted shall not reach its End of Life within the next five years from the date of publishing of this tender.

4.7 Evaluation of Commercial Bid

Evaluation of bids will be done, based on total cost of SOR (based on L-1 Offer)

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

The bidders should quote for all items & the offer will be evaluated in totality. The bidders should indicate brand name, type/model number of the products offered. The equipment should be supplied as per Technical Specifications given.

Price bid will be opened only for the technically qualified bidders. Bid evaluation will be done based on the commercial quote received. Inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty, CGST, SGST, IGST, GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable on reverse charge by the Authority, wherever applicable.

4.8 Splitting of Orders

Authority reserves the right to split the quantity among two vendors in the ratio of 70:30 or 100% to a single vendor to ensure the continuity of supply. The splitting will be as follows. The lowest

quoted vendor(L-1) will be awarded 70% of the tender quantity and L2 will be awarded 30 % of quantity provided L2 matches the L1 rate. If L2 does not match the L1 rate, then L3 will be offered to match the L1 rate and so on. If no party matches the L1 rate, the full quantity will be ordered on L1 vendor.

4.9 Rejection Criteria

Besides other conditions and terms highlighted in the Tender Document, bids may be rejected under following circumstances:

4.9.1 General rejection criteria

- a) Conditional Bids;
- b) If the information provided by the Bidder is found to be incorrect / misleading / fraudulent at any stage / time during the Tendering Process.
- c) Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions; Bidder shall not approach Authority's officers from the time of the proposal opening till the time the Contract is awarded.
- d) Bids received after the prescribed time and date for receipt of bids.
- e) Bids without signature of person (s) duly authorized on required pages of the bid.
- f) Bids without power of attorney/ board resolution.
- g) Any other reasons mentioned in this RFP elsewhere.

4.9.2 Technical Rejection Criteria

- a) Technical Bid containing commercial details.
- b) Revelation of prices in any form or by any reason before opening the Commercial Bid.
- c) Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- d) Bidders 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.
- e) Bidders not complying with the technical and general terms and conditions as stated in the Tender Documents.
- f) Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the scope of work of this tender.
- g) Failure to demonstrate the specifications during the POC.
- h) Any other reasons mentioned in this RFP elsewhere.

4.9.3 Commercial Rejection Criteria

- a) Incomplete Price Bid.

- b) Price Bids that do not conform to the Tender's price bid format.
- c) Total price quoted by the Bidder shall exclude all statutory taxes and levies applicable.
- d) If there is discrepancy in numerical and words, prices in word shall prevail.
- e) If there is discrepancy in unit rates and total, unit rates shall prevail.

4.9.4 Fraud and Corrupt Practices

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process.
- ii. Notwithstanding anything to the contrary contained in this tender, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the – Prohibited Practices!) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Guarantee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the tender, including consideration and evaluation of such Bidders Proposal.
- iii. Without prejudice to the rights of the Authority under Clause above and the rights and remedies which the Authority may have under the LoI or the Agreement, if a Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or tender issued by the Authority during a period of 5 (five) years from the date such Bidder, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- iv. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them.

“Corrupt practice” means:

- a) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoI or has dealt with matters

concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or

- b) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoI or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- **“Fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

“Undesirable practice” means:

- a) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing,
- b) lobbying or in any manner influencing or attempting to influence the Selection Process; or
- c) having a Conflict of Interest; and

“Restrictive practice” means:

Forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

4.9.5 Conflict of Interest

The Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process if including but not limited to:

- a) they have controlling shareholders in common; or
- b) they receive or have received any direct or indirect subsidy from any of them; or
- c) they have the same legal representative for purposes of this bid; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- e) A Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture/ consortium. This will result in the disqualification of all Bids in which it is involved.

5 Scope of Work

Authority is in the process of providing internet services to 20 lakhs households and other SME/ Enterprise/ Telco/ MSO for ILL, FTTH, Dark fiber leasing and other MPLS services across Kerala through KFON Network. Authority has already set up a NOC in Infopark, Kochi. Authority is implementing ISP infrastructure in the NOC and start provisioning the services to end subscribers. Through this RFP, Authority is intending to select an eligible Bidder for the Supply of Network Switches for KFON FTTH Network.

The broad scope of work would be as mentioned below.

Supply of network switches as per the technical specifications mentioned in this RFP.

All the products supplied shall have minimum 3 years warranty from the date of supply.

The bidder shall comply with all the technical specifications for the items being supplied in accordance with the standard. Duly filled copy of this table shall be submitted along with the technical proposal being submitted by the bidder.

5.1 Schedule of Requirements

| Sl No | Item Description | Unit | Qty |
|-------|------------------------|------|-----|
| 1 | Type 1- Network Switch | No's | 200 |
| 2 | Type 2- Network Switch | No's | 200 |
| 3 | Type 3- Network Switch | No's | 100 |
| 4 | Type 4- Network Switch | No's | 200 |

6 Technical Specification

- All the proposed OEM/switch shall have a valid TEC/MCTCE certification as per DoT regulations.
- All the proposed switches should support third party SFP/SFP+/QSFP+/QSFP28 optical modules (Multi-Source agreement – MSA compatible)

6.1 Technical Specification of Type 1 - Network Switch

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|-----------------------|--|
| Model Offered: | |
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RFP for Supply of Network Switches for KFON FTTH Network.

| S.N | Minimum Specification | Compliance Yes/No | Pg. No in Supporting Doc. |
|----------|--|----------------------|------------------------------|
| 1 | Interface Support: | | |
| | Switch should have minimum 24 no's of 1/10G SFP+ and 4 no's of QSFP+ (40G) | | |
| 2 | General Specification: | | |
| | Switch should have Min 1 MB packet buffer. | | |
| | Switch should have minimum 400 Gbps full duplex line rate traffic | | |
| | Switch should have minimum packet forwarding rate at 64-byte packet length 300 Mpps | | |
| | Switch should support minimum 64K MAC address. | | |
| | Switch should be able to work on both IPv4 and IPv6 traffic from day one | | |
| | Switch should support 1K IGMP snooping groups. | | |
| 3 | Layer-2 Features: | | |
| | Switch should support IEEE 802.1Q VLAN up to 255 Active VLANs and 4094 VLAN ID. | | |
| | Switch should support edge port in STP, RSTP, MSTP, BPDU filtering. | | |
| | Switch should support 802.1p, 802.1Q, 802.1ab. | | |
| | Switch should support spanning-tree root guard and loop guard to prevent other edge switches becoming the root bridge. | | |
| | Switch should support Link Aggregation Protocol (LACP) as per IEEE 802.3ad and should support minimum 4 ports per group | | |
| | Switch should support Unidirectional Link Detection (UDLD) or any other industry equivalent protocol | | |
| | Switch should support LLDP for network discovery | | |
| | Switch should support Optical Transceiver Digital Diagnostic Monitoring | | |
| | Switch should support configuration rollback to replace current configuration with any saved configuration file | | |
| 4 | Quality of Service (QoS) Features: | | |
| | Switch should have per-port broadcast, multicast, and unicast storm control. | | |
| | Switch should support QOS based on Switch port, 802.1p priority queues | | |
| 5 | Network Security Features: | | |
| | Switch should support for SSHv2, SNMP v2c/v3 | | |
| | Switch should support DHCP snooping and dynamic ARP inspection | | |
| | Switch should support Port Mirroring | | |
| | Switch should support RADIUS authentication to enable centralized control of the switch and restrict unauthorized users from altering the configuration. | | |
| | Switch should support multilevel security on console access to prevent unauthorized users from altering the switch configuration. | | |
| 6 | Other General Features: | | |

RFP for Supply of Network Switches for KFON FTTH Network.

| | | | |
|-----------|---|--|--|
| | Switch should support Web based/Trivial File Transfer Protocol (TFTP)/File Transfer Protocol (FTP)/SCP for firmware upgradation | | |
| | Switch should support Network Timing Protocol (NTP) to provide an accurate and consistent time stamp | | |
| | Switch should support SNMPv2c, and SNMPv3 | | |
| | Switch should support Ethernet Ring Protection Switching ERPS v1 and v2 for main ring and sub rings: G.8032 ERPS Ring Protection Switching provides loop avoidance with redundancy in Layer-2 Ethernet networks using concept of RPL (Ring Protection Link). The switch completion time (transfer time) for a failure on a ring link shall be less than 50ms. | | |
| | Switch should support IEEE 802.1QinQ mechanism and VLAN translation | | |
| | Switch should support built-in power-on diagnostics and system monitoring capabilities to detect hardware failures. | | |
| | Bandwidth management: Flow-based bandwidth management, ingress rate-limiting; egress rate shaping per port. | | |
| | It shall loopback detection and shut or disable a physical port and VLAN based on detection of loop on that interface | | |
| | Support multiple privilege level to provide different level of access on console port and SSH sessions | | |
| | Switch should support traffic segmentation | | |
| | Switch should support sflow/netflow/syslog or equivalent | | |
| | Switch should support Ethernet OAM compliant with IEEE 802.3ah/Y.1731 | | |
| | Switch should support RADIUS and Local Database | | |
| | Switch should support L2 Protocol Tunnelling STP | | |
| | Should support jumbo frame 9K. | | |
| | Switch should have dual image. | | |
| | Should support Optical Transceiver Digital Diagnostic Monitoring for All SFP ports of 1/10G/40G | | |
| 7 | Switch should support following SNMP traps or syslog | | |
| | i)Interface UP & Down | | |
| | ii)Optical power SFP threshold alarms | | |
| | iii)STP Topology Changes and New root bridge | | |
| | iv)LLDP table changes | | |
| | v)Threshold alarms for Temperature. | | |
| | vi)Ethernet OAM SNMP alarms. | | |
| 8 | Switch should comply to following Temperature performance parameters: | | |
| | i) Operating Temperature - min 0 to 50 °C | | |
| | ii) Storage Temperature - min 0 to 60 °C | | |
| 9 | The switch should have console port and industry standard CLI | | |
| 10 | The switch should support reset option to make switch reset to default. | | |
| 11 | Switch Should have redundant AC Power Supply 100 to 240 V AC with 50 to 60 Hz without any external adaptors | | |

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| 12 | Switch should have compliance of CE/FCC/RoHS or equivalent Indian standards | | |
| 13 | Switch should be supplied with 2 no's of 40G DAC of 1 Mtr length, 19" rack mounting accessories and Power cable etc | | |

Note: - In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without requiring any other hardware/software/licenses.

6.2 Technical Specification of Type 2 - Network Switch

| S.N | Minimum Specification | Compliance Yes/No | Pg. No in Supporting Doc. |
|-----|---|-------------------|---------------------------|
| 1 | Interface Support: | | |
| | Switch should have minimum 24 no's of 1/10G SFP+ ports | | |
| 2 | General Specification: | | |
| | Switch should have Min 1 MB packet buffer. | | |
| | Switch should have minimum 240 Gbps full duplex line rate traffic | | |
| | Switch should have minimum packet forwarding rate at 64-byte packet length 160 Mpps | | |
| | Switch should support minimum 32K MAC address. | | |
| | Switch should be able to work on both IPv4 and IPv6 traffic from day one | | |
| | Switch should support 1K IGMP snooping groups. | | |
| 3 | Layer-2 Features: | | |
| | Switch should support IEEE 802.1Q VLAN up to 255 Active VLANs and 4094 VLAN ID. | | |
| | Switch should support edge port in STP, RSTP, MSTP, BPDU filtering. | | |
| | Switch should support 802.1p, 802.1Q, 802.1ab. | | |
| | Switch should support spanning-tree root guard and loop guard to prevent other edge switches becoming the root bridge. | | |
| | Switch should support Link Aggregation Protocol (LACP) as per IEEE 802.3ad and should support minimum 4 ports per group | | |
| | Switch should support Unidirectional Link Detection (UDLD) or any other industry equivalent protocol | | |
| | Switch should support LLDP for network discovery | | |
| | Switch should support Optical Transceiver Digital Diagnostic Monitoring | | |
| | Switch should support configuration rollback to replace current configuration with any saved configuration file | | |
| 4 | Quality of Service (QoS) Features: | | |
| | Switch should have per-port broadcast, multicast, and unicast storm control. | | |

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| | Switch should support QOS based on Switch port, 802.1p priority queues | | |
| 5 | Network Security Features: | | |
| | Switch should support for SSHv2, SNMP v2c/v3 | | |
| | Switch should support DHCP snooping and dynamic ARP inspection | | |
| | Switch should support Port Mirroring | | |
| | Switch should support RADIUS authentication to enable centralized control of the switch and restrict unauthorized users from altering the configuration. | | |
| | Switch should support multilevel security on console access to prevent unauthorized users from altering the switch configuration. | | |
| 6 | Other General Features: | | |
| | Switch should support Web based/Trivial File Transfer Protocol (TFTP)/File Transfer Protocol (FTP)/SCP for firmware upgradation | | |
| | Switch should support Network Timing Protocol (NTP) to provide an accurate and consistent time stamp | | |
| | Switch should support SNMPv2c, and SNMPv3 | | |
| | Switch should support Ethernet Ring Protection Switching ERPS v1 and v2 for main ring and sub rings: G.8032 ERPS Ring Protection Switching provides loop avoidance with redundancy in Layer-2 Ethernet networks using concept of RPL (Ring Protection Link). The switch completion time (transfer time) for a failure on a ring link shall be less than 50ms. | | |
| | Switch should support IEEE 802.1QinQ mechanism and VLAN translation | | |
| | Switch should support built-in power-on diagnostics and system monitoring capabilities to detect hardware failures. | | |
| | Bandwidth management: Flow-based bandwidth management, ingress rate-limiting; egress rate shaping per port. | | |
| | It shall loopback detection and shut or disable a physical port and VLAN based on detection of loop on that interface | | |
| | Support multiple privilege level to provide different level of access on console port and SSH sessions | | |
| | Switch should support traffic segmentation | | |
| | Switch should support sflow/netflow/syslog or equivalent | | |
| | Switch should support Ethernet OAM compliant with IEEE 802.3ah/Y.1731 | | |
| | Switch should support RADIUS and Local Database | | |
| | Switch should support L2 Protocol Tunnelling STP | | |
| | Should support jumbo frame 9K. | | |
| | Switch should have dual image. | | |

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| | Should support Optical Transceiver Digital Diagnostic Monitoring for All SFP ports of 1/10G | | |
| 7 | Switch should support following SNMP traps or syslog | | |
| | i)Interface UP & Down | | |
| | ii)Optical power SFP threshold alarms | | |
| | iii)STP Topology Changes and New root bridge | | |
| | iv)LLDP table changes | | |
| | v)Threshold alarms for Temperature. | | |
| | vi)Ethernet OAM SNMP alarms. | | |
| 8 | Switch should comply to following Temperature performance parameters: | | |
| | i) Operating Temperature - min 0 to 50 °C | | |
| | ii) Storage Temperature - min 0 to 60 °C | | |
| 9 | The switch should have console port and industry standard CLI | | |
| 10 | The switch should support reset option to make switch reset to default. | | |
| 11 | Switch Should have redundant AC Power Supply 100 to 240 V AC with 50 to 60 Hz without any external adaptors | | |
| 12 | Switch should have compliance of CE/FCC/RoHS or equivalent Indian standards | | |
| 13 | Switch should be supplied with 19" rack mounting accessories and Power cable etc | | |

Note: - In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without requiring any other hardware/software/licenses.

6.3 Technical Specification of Type 3 - Network Switch

| S.N | Minimum Specification | Compliance Yes/No | Pg. No in Supporting Doc. |
|----------|--|-------------------|---------------------------|
| 1 | Interface Support: | | |
| | Switch should have minimum 24 no's of 1G SFP and 4 no's of 1/10G SFP+ ports | | |
| 2 | General Specification: | | |
| | Switch should have minimum 64 Gbps full duplex line rate traffic | | |
| | Switch should have minimum packet forwarding rate at 64-byte packet length 40 Mpps | | |
| | Switch should support minimum 16K MAC address. | | |
| | Switch should be able to work on both IPv4 and IPv6 traffic from day one | | |
| | Switch should support 1K IGMP snooping groups. | | |
| 3 | Layer-2 Features: | | |
| | Switch should support IEEE 802.1Q VLAN up to 64 Active VLANs and 4094 VLAN ID. | | |

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| | Switch should support edge port in STP, RSTP, MSTP, BPDU filtering. | | |
| | Switch should support 802.1p, 802.1Q, 802.1ab. | | |
| | Switch should support spanning-tree root guard and loop guard to prevent other edge switches becoming the root bridge. | | |
| | Switch should support Link Aggregation Protocol (LACP) as per IEEE 802.3ad and should support minimum 2 ports per group | | |
| | Switch should support Unidirectional Link Detection (UDLD) or any other industry equivalent protocol | | |
| | Switch should support LLDP for network discovery | | |
| | Switch should support Optical Transceiver Digital Diagnostic Monitoring | | |
| | Switch should support configuration rollback to replace current configuration with any saved configuration file | | |
| 4 | Quality of Service (QoS) Features: | | |
| | Switch should have per-port broadcast, multicast, and unicast storm control. | | |
| | Switch should support QOS based on Switch port, 802.1p priority queues | | |
| 5 | Network Security Features: | | |
| | Switch should support for SSHv2, SNMP v2c/v3 | | |
| | Switch should support DHCP snooping and dynamic ARP inspection | | |
| | Switch should support Port Mirroring | | |
| | Switch should support RADIUS authentication to enable centralized control of the switch and restrict unauthorized users from altering the configuration. | | |
| | Switch should support multilevel security on console access to prevent unauthorized users from altering the switch configuration. | | |
| 6 | Other General Features: | | |
| | Switch should support Web based/Trivial File Transfer Protocol (TFTP)/File Transfer Protocol (FTP)/SCP for firmware upgradation | | |
| | Switch should support Network Timing Protocol (NTP) to provide an accurate and consistent time stamp | | |
| | Switch should support SNMPv2c, and SNMPv3 | | |
| | Switch should support Ethernet Ring Protection Switching ERPS v1 and v2 for main ring and sub rings: G.8032 ERPS Ring Protection Switching provides loop avoidance with redundancy in Layer-2 Ethernet networks using concept of RPL (Ring Protection Link). The switch completion time (transfer time) for a failure on a ring link shall be less than 50ms. | | |

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|-----------|---|--|--|
| | Switch should support IEEE 802.1QinQ mechanism and VLAN translation | | |
| | Switch should support built-in power-on diagnostics and system monitoring capabilities to detect hardware failures. | | |
| | Bandwidth management: Flow-based bandwidth management, ingress rate-limiting; egress rate shaping per port. | | |
| | It shall loopback detection and shut or disable a physical port and VLAN based on detection of loop on that interface | | |
| | Support multiple privilege level to provide different level of access on console port and SSH sessions | | |
| | Switch should support traffic segmentation | | |
| | Switch should support sflow/netflow/syslog or equivalent | | |
| | Switch should support Ethernet OAM compliant with IEEE 802.3ah/Y.1731 | | |
| | Switch should support RADIUS and Local Database | | |
| | Switch should support L2 Protocol Tunnelling STP | | |
| | Should support jumbo frame 9K. | | |
| | Switch should have dual image. | | |
| | Should support Optical Transceiver Digital Diagnostic Monitoring for All SFP ports of 1/10G | | |
| 7 | Switch should support following SNMP traps or syslog | | |
| | i)Interface UP & Down | | |
| | ii)Optical power SFP threshold alarms | | |
| | iii)STP Topology Changes and New root bridge | | |
| | iv)LLDP table changes | | |
| | v)Threshold alarms for Temperature. | | |
| | vi)Ethernet OAM SNMP alarms. | | |
| 8 | Switch should comply to following Temperature performance parameters: | | |
| | i) Operating Temperature - min 0 to 50 °C | | |
| | ii) Storage Temperature - min 0 to 60 °C | | |
| 9 | The switch should have console port and industry standard CLI | | |
| 10 | The switch should support reset option to make switch reset to default. | | |
| 11 | Switch Should have redundant AC Power Supply 100 to 240 V AC with 50 to 60 Hz without any external adaptors | | |
| 12 | Switch should have compliance of CE/FCC/RoHS or equivalent Indian standards | | |
| 13 | Switch should be supplied with 19" rack mounting accessories and Power cable etc | | |

Note: - In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without requiring any other hardware/software/licenses.

6.4 Technical Specification of Type 4 - Network Switch

| S. N | Minimum Specification | Compliance Yes/No | Pg. No in Supporting Doc. |
|----------|--|-------------------|---------------------------|
| 1 | Interface Support: | | |
| | Switch should have minimum 8 no's of 100M/1GE ports and 2 no's of 1G SFP ports | | |
| 2 | General Specification: | | |
| | Switch should have minimum 8 Gbps switching | | |
| | Switch should have minimum packet forwarding rate at 64-byte packet length 4 Mpps | | |
| | Switch should support minimum 4K MAC address. | | |
| | Switch should be able to work on both IPv4 and IPv6 traffic from day one | | |
| 3 | Layer-2 Features: | | |
| | Switch should support IEEE 802.1Q VLAN up to 32 Active VLANs and 4094 VLAN ID. | | |
| | Switch should support edge port in STP, RSTP, MSTP, BPDU filtering. | | |
| | Switch should support 802.1p, 802.1Q, 802.1ab. | | |
| | Switch should support spanning-tree root guard and loop guard to prevent other edge switches becoming the root bridge. | | |
| | Switch should support Unidirectional Link Detection (UDLD) or any other industry equivalent protocol | | |
| | Switch should support LLDP for network discovery | | |
| | Switch should support Optical Transceiver Digital Diagnostic Monitoring | | |
| | Switch should support configuration rollback to replace current configuration with any saved configuration file | | |
| 4 | Quality of Service (QoS) Features: | | |
| | Switch should have per-port broadcast, multicast, and unicast storm control. | | |
| | Switch should support QOS based on Switch port, 802.1p priority queues | | |
| 5 | Network Security Features: | | |
| | Switch should support for SSHv2/web-based GUI | | |
| | Switch should support DHCP snooping and dynamic ARP inspection | | |
| | Switch should support Port Mirroring | | |
| | Switch should support RADIUS authentication to enable centralized control of the switch and restrict unauthorized users from altering the configuration. | | |
| | Switch should support multilevel security on console access to prevent unauthorized users from altering the switch configuration. | | |

| | | | |
|-----------|---|--|--|
| 6 | Other General Features: | | |
| | Switch should support Web based/Trivial File Transfer Protocol (TFTP)/File Transfer Protocol (FTP)/SCP for firmware upgradation | | |
| | Switch should support Network Timing Protocol (NTP) to provide an accurate and consistent time stamp | | |
| | Switch should support SNMPv2c, and SNMPv3 | | |
| | Switch should support Ethernet Ring Protection Switching ERPS v1 and v2 for main ring and sub rings: G.8032 ERPS Ring Protection Switching provides loop avoidance with redundancy in Layer-2 Ethernet networks using concept of RPL (Ring Protection Link). The switch completion time (transfer time) for a failure on a ring link shall be less than 50ms. | | |
| | Switch should support IEEE 802.1QinQ mechanism and VLAN translation | | |
| | Switch should support built-in power-on diagnostics and system monitoring capabilities to detect hardware failures. | | |
| | Bandwidth management: Flow-based bandwidth management, ingress rate-limiting; egress rate shaping per port. | | |
| | It shall loopback detection and shut or disable a physical port and VLAN based on detection of loop on that interface | | |
| | Support multiple privilege level to provide different level of access on console port and SSH sessions | | |
| | Switch should support traffic segmentation | | |
| | Switch should support sflow/netflow/syslog or equivalent | | |
| | Switch should support Ethernet OAM compliant with IEEE 802.3ah/Y.1731 | | |
| | Switch should support RADIUS and Local Database | | |
| | Switch should support L2 Protocol Tunnelling STP | | |
| | Should support jumbo frame 9K. | | |
| | Switch should have dual image. | | |
| | Should support Optical Transceiver Digital Diagnostic Monitoring for All SFP ports | | |
| 7 | Switch should support following SNMP traps or syslog | | |
| | i)Interface UP & Down | | |
| | ii)Optical power SFP threshold alarms | | |
| | iii)STP Topology Changes and New root bridge | | |
| | iv)LLDP table changes | | |
| | v)Threshold alarms for Temperature. | | |
| | vi)Ethernet OAM SNMP alarms. | | |
| 8 | Switch should comply to following Temperature performance parameters: | | |
| | i) Operating Temperature - min 0 to 50 °C | | |
| | ii) Storage Temperature - min 0 to 60 °C | | |
| 9 | The switch should have console port and industry standard CLI | | |
| 10 | The switch should support reset option to make switch reset to default. | | |

| | | | |
|-----------|--|--|--|
| 11 | Switch Should support AC Power Supply 100 to 240 V AC with 50 to 60 Hz without any external adaptors | | |
| 12 | Switch should have compliance of CE/FCC/RoHS or equivalent Indian standards | | |
| 13 | Switch should be supplied with 19" rack mounting accessories and Power cable etc | | |

Note: - In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without requiring any other hardware/software/licenses.

7 Terms and Conditions:

7.1 Offer letter and validity of Offer.

The offer should remain valid for a minimum period of 180 days from the date of opening of tender including the date of opening.

7.2 Warranty

The warranty would be valid for a period of 36 months from the date of supply. The bidder shall warrant that products to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings. The bidder shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Authority who shall state in writing in what respect the products are faulty.

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

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

7.3 Warranty Support

Material for repair during Warranty Period shall be handed over /taken over by bidder's engineer/representative at KFON Warehouse locations. During the warranty period, the bidder shall remain responsible to arrange replacement within 5 working days and for setting right at bidder's cost any equipment supplied by bidder which is of defective manufacture or design or becomes unworkable due to any cause whatsoever. The decision of the Authority in this regard to direct the bidder to attend to any damage or defect in work shall be final and binding on the bidder. In case contractor fails to replace any faulty part within 5 working days period, penalties will be imposed.

If the Seller fails to complete service / rectification within defined time limit, a penalty of 5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller & up to max. of 100% of Unit Price of the product.

Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Guarantee (PG) or from the running bills.

8 Payment Schedule

90% of the payment on the supply made on receipt of material by the consignee (at site/the stores, to be decided by the Authority duly inspected and on submission of the following documents subject to any deductions or recovery which Authority may be entitled to make under the contract:

- (i) Valid Tax Invoice
- (ii) Delivery Challan/ E-way bill
- (iii) Packing list.
- (iv) Purchaser's Inspection certificate
- (v) Consignee receipt
- (vi) Warranty certificate of OEM
- (vii) Certificate duly signed by the firm certifying that equipment/ materials being supplied are new and conform to technical specification.

Balance 10% after submitting satisfactory performance which shall be provided by the authority after 3 months from the date of supply of 100% materials.

9 Project Deliverable and Timelines

The materials as per SOR are required to be delivered within 60 days from the issue of LOI/Work Order. Bidder can deliver the material in different Lots. The bidder is required to submit the PERT chart showing the various activities which are required for supply of the equipment. The materials shall be delivered to the site as given by the Authority. Consignee address and details will be provided to the successful bidder.

If material is not supplied within the approved delivery period, then penalty of 0.5% of undelivered quantity per week to the maximum to the 10% of the contract value will be levied.

10 Purchase's Right to vary Quantities.

The Authority shall be at liberty to enhance or reduce +/- 50% of the quantity mentioned in the LOA/Work Order/ Sub PO/PO as indicated in the SOR without assigning any reasons. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the Work Order/purchase order/LOA. Any such change in quantity shall have no impact on the rates mentioned in the purchase order/LOA for any such item.

- i. Upto +25% with 4% rebate on unit rate for the additionally supplied items.**
- ii. From +25% to +50% with 6% rebate on unit rate for the additionally supplied items.**

Note: AMC rates for items under Variation Order will be at same percentage as finalized in the main contract.

11 Long Term Maintenance Support

Tenderer (OEM) shall provide maintenance support after successful completion of the warranty obligations for a minimum period of 3 years. The Long-Term Maintenance support shall be comprehensive and include all hardware and software of equipment supplied against this contract. Authority should be extended the benefits of periodical software patches/updates made by OEM on the system from time to time for equipment security/performance without any additional cost to Authority.

The Authority reserves the right to enter AMC @ 5% of ordered value of equipment before 30 days of expiry of warranty period. In case a bidder refuses to enter AMC, PG will be forfeited. Separate agreement for AMC (Long term Maintenance Support) before expiry of warranty period shall be entered into with OEM/the authorized partner of OEM by Authority. A fresh Performance Guarantee valid for Three years for 10% of the Long-Term Maintenance Support cost of three years, shall be required to be submitted by bidder for due fulfillment of long-term maintenance support obligation. Quarterly payment for AMC Charges would be made by the Authority after successful completion of AMC Services of that quarter and on the certificate furnished by concerned Authority representative.

FORMAT FOR TECHNICAL BID COVER LETTER

(On Company Letter Head)

To,

Managing Director

Kerala State Information Technology Infrastructure Limited,

First Floor, Saankethika, PF Road,

Pattom palace P.O

Thiruvananthapuram 695004

Kerala

Sub: Submission of the response to the Tender No. <<tender id>>. Request for Proposal for Supply of Network Switches for KFON FTTH Network

We, the undersigned, offer to provide services Supply of network switches for KFON FTTH Network project for KSITIL in response to the request for proposal dated <insert date> and tender reference no <> "Supply of Network Switches for KFON FTTH Network". We are hereby submitting our proposal online, which includes the pre-qualification, technical bid, and commercial bid.

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

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

We agree to abide by all the terms and conditions of the RFP and related corrigendum(s)/ addendum(s). We would hold the terms of our bid valid for 180 days from the date of opening of the commercial bid as stipulated in the RFP.

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

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

Signature of Bidder

Place:

Name

Date:

FORMAT FOR COMMERCIAL BID COVER LETTER

To,

Managing Director

Kerala State Information Technology Infrastructure Limited,

First Floor, Saankethika, PF Road,

Pattom palace P.O

Thiruvananthapuram 695004

Kerala

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the tender documents with respect to Supply of Network Switches for KFON FTTH Network do hereby propose to provide services as specified in the tender reference No. _____.

Price and Validity

- a. All the prices mentioned in our bid are in accordance with the terms & conditions as specified in the RFP. The validity of bid is 180 days from the date of opening of the commercial bid.
- b. We are an Indian firm and do hereby confirm that our prices are inclusive of all duties, levies etc., excluding GST.
- c. We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on income tax, professional and any other corporate tax in altered under the law, we shall pay the same.

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

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

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

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

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

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

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

Signature of Bidder

Place:

Name

Date:

FORMAT FOR PROJECT EXPERIENCE CITATIONS

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

FORMAT FOR MANUFACTURER AUTHORIZATION

Ref. No. _____

Date:

To,

Managing Director

Kerala State Information Technology Infrastructure Limited

1st Floor, Sankethika, Vrindavan Gardens,

Patom, Thiruvananthapuram

Kerala

Sub: RFP ref no:

Dear Sir,

Please refer to your Notice Inviting Tenders for Appointment of an Agency for "Supply of Network Switches for KFON FTTH Network".

M/S _____ (Bidder), who is our reliable distributor/dealer/reseller for the last _____ years, is hereby authorized to quote on our behalf for this prestigious tender.

We undertake the following regarding the supply of all the equipment and related software as described in this tender.

It will be ensured that in the event of being awarded the contract the machines will be delivered by M/s _____ (Bidder) & maintained by M/S _____ properly as per the conditions of the contract. For this purpose, we shall provide M/S _____ (Bidder) necessary technical support including technical updates, software version updates (such as Firmware, Operating System) and upgrades, required patches, replacements & spares to the Bidder as per the RFP conditions. A signed copy of the original equipment warranty agreement (support, repair, replacement) shall be submitted to the client / purchaser at the time of installation.

If M/s _____ fails to maintain the hardware/ software and State is compelled to appoint an operator due to non-maintenance of the equipment supplied by us or for any other reason whatsoever, we will provide necessary support to the new operator as appointed by the State for the remaining period of the project as per the RFP and SLA signed.

The equipment supplied will not be under end of life/ end of sale within the next five years. In case it happens M/s _____ will have to replace that equipment with a new equipment with equivalent or higher configuration.

RFP for Supply of Network Switches for KFON FTTH Network.

If due to any reason whatsoever, the tie up between our Company & M/S

_____ (Bidder) breaks down subsequently or supply/ installation does not take place for a reason not attributable to State, alternative arrangements as prescribed in earlier points will apply.

.

Yours faithfully,

(NAME) (Name of manufacturers)

Note: This letter of authority shall be on the letterhead of the manufacturer and shall be signed by a person competent and having the power of attorney to bind the manufacturer. It shall be included by the Bidder in Pre-Qualification Criteria.

FORMAT FOR AFFIDAVIT

[Your Company Name]

[Address]

[City, State, ZIP Code]

Affidavit

I, [Your Name], the undersigned, being the authorized representative of [Your Company Name], do solemnly affirm and declare as follows:

I affirm that all the statements and documents submitted along with the bid for the [Project Name] tender are true, accurate, and factual to the best of my knowledge and belief.

I further affirm that [Your Company Name] is not liable to be disqualified from participating in the tender process based on any legal or regulatory requirements.

I acknowledge that any misrepresentation or false information provided in the bid submission may lead to disqualification and legal consequences as per applicable laws and regulations.

I understand that [Your Company Name] may be subject to verification of the submitted information and supporting documents, and I agree to cooperate fully with any such verification process.

I undertake to promptly inform the tendering authority of any changes or updates to the information provided in the bid submission.

I acknowledge that this affidavit is made under oath and any false statements made herein may subject me and [Your Company Name] to legal penalties.

This affidavit is executed with the understanding that it may be relied upon by the tendering authority for the evaluation of the bid submitted by [Your Company Name].

RFP for Supply of Network Switches for KFON FTTH Network.

Signed and sworn before me on this [Date] day of [Month], [Year].

[Your Name]

Authorized Representative of [Your Company Name]

Notary Public:

[Notary Public Name]

[Notary Public Seal or Stamp]

[Notary Public Commission Expiry Date]

Performance Bank Guarantee

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

From

Bank (Name and full Address details):

To

Managing Director [Address]

Dear Sir,

1. Whereas you _____ (the "PURCHASER") have entered into a contract No. _____ dated _____ (hereinafter referred to as the "said Contract") with M/s _____ (hereinafter referred to as the "SELLER") for supply of goods as defined in the said Contract and whereas the SELLER has undertaken to produce a bank guarantee for ____ % of total contract value amounting to _____ (amount of the guarantee in figures and words) to secure its obligations to the PURCHASER in accordance with the said Contract.
2. We _____ (the Bank name and full details) hereby expressly, irrevocably and unreservedly undertake and guarantee as principal guarantor on behalf of the SELLER that, we will pay you on your demand declaring the SELLER to be in default under the said Contract, without demur or contest, all and any sum up to a maximum of Rupees _____ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract.
3. We undertake to effect payment upon receipt of such written demand, notwithstanding any dispute or disputes raised by the SELLER in any suit pending before any Court, Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.
4. We shall not be discharged or released from this undertaking and guarantee by any arrangements or variations made between you and the SELLER, indulgence to the SELLER by you or by any alterations in the obligation of the SELLER or by any forbearance whether as to payment, time, performance or otherwise.
5. In no case shall the amount of this guarantee be increased.

6. This guarantee shall remain in full force and effect **3 months** beyond expiry of contract period.
7. Unless a demand or claim under this guarantee is made to us in writing on or before the aforesaid expiry date or extended expiry date, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
8. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of the SELLER.
9. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PURCHASER in writing.

Place: _____

Date: _____ Seal of the Bank

Note:

1. *No substantial changes to the content of this format is allowed.*

Format for Malicious Code Certificate

(to be provided from Vendor letter head)

Tender Ref. No.:_____ & Date: _____

To,
Managing Director
Kerala State Information Technology Infrastructure Limited
1st Floor, Sankethika, Vrindavan Gardens,
Pattom, Thiruvananthapuram
Kerala

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code/ malware or torjan that would activate procedures to :-

- i. Inhibit the desires and designed function of the equipment.
- ii. Cause physical damage to the user or equipment during the exploitation.
- iii. Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

Date :

Place :

Authorized Signatory :

Name of the Person :

Designation :

Firm Name & Seal :