



RAILTEL CORPORATION OF INDIA LTD.

(A Govt. of India Enterprise)

**275e, EVR Periyar High Road
CAO/CN Office, Southern Railway
Egmore, Chennai - 600008**

Expression of Interest for

FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 02 NOS. OF WEB APPLICATION FIREWALL, 200 NOS OF DATA LEAKAGE PREVENTION [DLP] LICENSES, 02 NOS. OF SERVER, AT KAMARAJAR PORT LIMITED, CHENNAI.

**A Government of India
Undertaking**

No: RCIL/SR/MAS/KPL-WAF/DLP/2025-26/EOI/02, dated 12.06.2025

NOTICE

RailTel Corporation of India Ltd.
275e, EVR Periyar High Road
CAO/CN Office, Southern Railway
Egmore, Chennai - 600008

EOI No:RCIL/SR/MAS/KPL-WAF/DLP/2025-26/EOI/02, dated 12.06.2025

RailTel Corporation of India Ltd., hereafter referred to as RailTel calls your attention for Selection of (BA/SI/BP), “FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 02 NOS. OF WEB APPLICATION FIREWALL,200 NOS OF DATA LEAKAGE PREVENTION [DLP] LICENSES,02 NOS. OF SERVER, AT KAMARAJAR PORT LIMITED, CHENNAI.

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1	Sending of EoI to SI's/BA's	12.06.2025
2	Submission of EOI documents	17.06.2025 by 15:00 Hrs
3	Opening of EOI documents	17.06.2025 by 15:30 Hrs
4	Number of copies to be submitted	01
5	Mode of Submission	Online mode through https://railtel.eNivida.com
5.	Address for communication	RailTel Corporation of India Ltd. 275e, EVR Periyar High Road CAO/CN Office, Southern Railway Egmore, Chennai- 600008

In case of any query, in connection with this EoI the same can be sent to following officials' mail IDs mentioned below:

Contact : Harikrishnan.S

Position : Deputy Manager

Email : harikrishnan@railtelindia.com

Mobile : 9391393028
(Working days)

Signature of Tenderer with Seal

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CHECKLIST OF ESSENTIAL DOCUMENTATION/ACTIVITY

The tenderer is required to submit offer as per following check list by giving page no. of submitted documents:

SN	Item/Clause of Tender Document	Details / Remarks
1	Letter from RailTel selecting bidder as an empaneled Business Partner/SI/Business Associate.	
2	Copy of PBG submitted for SI/BA/BP empaneled Agreement with RailTel. PBG should be valid on the date of submission of the quote. In case BA/SI/BP Registered as per New BA Policy (RailTel/EOI/EB/2023-24/Business Associates /481),PBG is not applicable to BAs, while the BA Empanelment fees are being collected.	
3	Audited balance sheet for the financial year 2022 -23 and 2023 -24 (for FY 24-25) or Copy of original CA Certificate (with UDIN number) indicating the turnover of last 3 financial years. The date of certificate should be of the current financial year. The bidder should have turnover of minimum 150% of the tender value.	
4	Undertaking from the Company Secretary or the Managing Director/Authorized representative of the partner.	
5	Valid documentary evidence of address or a self-undertaking.	
6	MAF as per format in annexure-4 from OEMs to be attached showing support of OEM during the currency of the project for AMC	
7	Notarized Power of attorney to be submitted in favour of authorized person format	
8	Integrity Pact- Annexure 6	

1. RailTel – Introduction

RailTel Corporation of India Limited is an ISO 9001:2008 certified Public-Sector Undertaking under the Ministry of Railways, Govt. of India, and is a national telecom service provider having NLD, IP2 and ISP licenses and IP1 registration. The Corporation was formed in year 2000 with the objectives to create nation-wide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to significantly contribute to realization of goals and objective of national telecom policy 1999.

2. Scope of Work

Supply, installation, testing, and commissioning of 2 web application firewalls, 200 Data Leakage Prevention [DLP] licenses, and 2 servers at Kamarajar Port Limited. **The details are provided below.**

S.No.	Description	Qty
1	Supply, Freight, Installation, Testing and Commissioning of Web Application Firewall (4 X1Gbe Copper Ports, 2X10GbE SFP + Ports), 4 TB Internal Storage, 3/3/3/Warranty 24X7 Support	2 No's
2	Supply, Freight, Installation, Testing and Commissioning of DLP (Data Leakage Prevention) [70 nos. for Rajaji salai & 130 nos. for Port office]	200 No's
3	Supply, Freight, Installation, Testing and Commissioning of Server (to have multiple VMs) INT Xeon-Silver 4310 (12 Core,2.1 GHz,120W), 32 GB RAM; 3/3/3/Warranty 24X7 Support. Windows Server 2025 Standard - 16 Core License Pack – 2 nos. Visual Studio Professional 2022 – 2 nos. SQL Server 2022 Standard Edition – 2 nos	2 No's
4	Supply, Freight, Installation, Testing and Commissioning of SFP Module SFP-10G-SR= 10GBASE-SR SFP Module, GLC-SX-MMD=1000BASE-SX SFP transceiver module, MMF, 850nm, DOM; 3/3/3 Warranty 24x7 support	8 No's

2.1 Preamble

RailTel have planned to participate in a tender floated by Kamarajar Port Limited for the work of FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 02 NOS. OF WEB APPLICATION FIREWALL, 200 NOS OF DATA LEAKAGE PREVENTION [DLP] LICENSES, 02 NOS. OF SERVER, AT KAMARAJAR PORT LIMITED, CHENNAI.

(Now RailTel is planning to select one Business Associate/System Integrator for the above-mentioned work for Kamarajar Port Limited, Chennai based on the prequalifying criteria and bid price as per this EoI.

The scope of this EOI is entire scope Kamarajar Port Limited, Chennai, “Schedule of requirement” at Annexure 2.

Scope of work for the Supply, installation, testing, and commissioning of 2 web application firewalls, 200 Data Leakage Prevention [DLP] licenses, and 2 servers at Kamarajar Port Limited.

The bidder must provide onsite support for the Supply, installation, testing, and commissioning of 2 web application firewalls, 200 Data Leakage Prevention [DLP] licenses, and 2 servers at Kamarajar Port Limited.

Detailed Scope of Work:

Supply, installation, testing, and commissioning of 2 web application firewalls, 200 Data Leakage Prevention [DLP] licenses, and 2 servers at Kamarajar Port Limited. **The details are provided below.**

S.No.	Description	Qty
1	Supply, Freight, Installation, Testing and Commissioning of Web Application	2 No's

	Firewall (4 X1Gbe Copper Ports, 2X10GbE SFP + Ports), 4 TB Internal Storage, 3/3/3/Warranty 24X7 Support	
2	Supply, Freight, Installation, Testing and Commissioning of DLP (Data Leakage Prevention) [70 nos. for Rajaji salai & 130 nos. for Port office]	200 No's
3	Supply, Freight, Installation, Testing and Commissioning of Server (to have multiple VMs) INT Xeon-Silver 4310 (12 Core,2.1 GHz,120W), 32 GB RAM; 3/3/3/Warranty 24X7 Support. Windows Server 2025 Standard - 16 Core License Pack – 2 nos. Visual Studio Professional 2022 – 2 nos. SQL Server 2022 Standard Edition – 2 nos	2 No's
4	Supply, Freight, Installation, Testing and Commissioning of SFP Module SFP-10G-SR= 10GBASE-SR SFP Module, GLC-SX-MMD=1000BASE-SX SFP transceiver module, MMF, 850nm, DOM; 3/3/3 Warranty 24x7 support	8 No's

1.1 Technical Specification details:

1 Web Application Firewall (02 Nos.)

S.No.	Description of Requirement	Compliance
1	The proposed solution should be a dedicated application as WAF device not as add on license Feature on ADC and NGFW. WAF should be ICSA labs certified.	
2	The Appliance should have 4x1GbE copper ports , 2x10GbE SFP+	
3	The appliance should support 20 K RSA SSL TPS for 2048 key and	
4	The appliance should have dedicated SSL Acceleration hardware card for handling SSL Traffic. The SSL traffic should not be process by CPU of the Appliance	
5	WAF should supports in-line modes- Bridge, routed, transparent	
6	The WAF should support negative and positive security model. The positive Security recognizes the characteristics of normal application traffic by automatic traffic learning in order to form the positive security model (whitelist model), which allows only	
7	WAF should support http normative inspection; support HTTP protocol decoding and check related fields, including URI, request method, response status code, HTTP header fields and other HTTP elements, etc.	
8	The legality of the HTTP protocol should be verified based on the RFC, including the length of the HTTP Request line, URL length, protocol name length, header value length, transmission sequence and application format (such as HTML parameters, Cookie version and format, Multipart/form-data encoding of file	
9	The WAF should detect and block SQL injection attacks, support injection detection based on get, post, cookie, etc., and support the detection of code bypassing SQL injection; The WAF should prevent XSS cross-site attacks, including the detection of storage and reflection cross-site methods, and the detection of code bypassing XSS cross-site attacks;	
10	The WAF should protect against command injection attacks, such as Linux and Windows system command execution; The WAF should protect against common types of injection attacks, including SSI, LDAP, XPATH, mail header, file injection, etc.;	

11	The WAF should support the detection of uploading web shell attacks. The detection method should be based on the content of the uploaded file, while protecting against illegal access to the web shell; The WAF should support HTTPS-based attack protection and <u>detection of attack behaviour in encrypted data packets</u> ;	
12	The WAF should protect application layer and Network DOS attacks, support application layer resource consumption type denial of service attack detection and denial of service attack	
13	The WAF should prevent attacks against session tampering and hijacking, including attacks against cookie, session and user parameters, and can prevent attacks such as directory traversal attacks and CSRF attacks.	
14	The WAF should support virtual patch function to converts external Web vulnerability scanner's scanning results (XML-format report) into virtual patches of Web servers, helping <u>shorten the window time that Web server vulnerabilities are</u>	
15	The WAF should prevent the leakage of sensitive information caused by crawlers, and can identify common web crawlers, such as google, yahoo, baidu etc.. It can also detect and block the	
16	The WAF should have the ability to detect and filter the attacks of abnormal HTTP requests, such as put and delete methods, HTTP request header parameters, such as user-agent and range fields; whitelist filtering based on URL and parameters; HTTP request referer field.	
17	The WAF should support Anti-leech to prevent the attacker from using technical means to bypass other commercial end-user windows (such as advertisement) and providing services <u>belonging to other service providers to end users on their own</u>	
18	The WAF should support Web Anti-Defacement (WAD) function to detect and prevent the defaced web pages from being returned to the client. It should returns the cached original web page to make the anti-defacement effects unnoticeable or returns a 503 error page to the client to end the service.	

19	The WAF should have the information suppression function for the application platform to prevent the leakage of related information, such as: Web server version information, operating system information, database information, etc.; Web server information leakage features support customization: can be defined based on regular expressions; support UTF8 character set; <u>custom feature sets can be checked in Header and Body</u> ;	
20	The WAF perform deep packet inspection to prevent sensitive or private data from leaking. You can define sensitive data models through regular expressions, such as ID number, mobile phone number, social security number, credit card number, etc.	
21	The access control of black and white lists should be supported, and global and local settings should be supported. The local black and white list settings should support fine-grained control <u>based on URL, parameters, and attack types</u> ;	
22	The WAF supports access control of various fields in the HTTP header, including protocol header fields such as user agent and referrer, and also supports custom settings for its content and name; controls the number of parameters, and controls <u>the parameter type, parameter range, and parameter name limit</u> ;	
23	The WAF support access control based on client source IP, server URL and port; unauthorized access control, setting of access	

	thresholds, and realize the control based on URL access frequency.	
24	The WAF should support IP reputation subscription to protect against Botnet, Cybercrime, Phishing, SPAM, TOR, scanners etc.	
25	The WAF should support Access control based on GeoIP regions: The administrator can generate IP blacklist based on the IP region table to achieve the region-based access control. The WebUI can generate and display region-based statistics graphs/security	
26	The WAF should support status monitoring. The monitoring information can be incorporated into the network management system through SNMP. The status information of the system monitoring should include: system running status, system running time, system version, CPU usage, memory usage, remaining disk space, Interface status, etc.:	
27	WAF should have strategy management functions, including strategy editing, strategy import/export, strategy query and other functions: Policy setting: Support the whitelist setting of attack detection based on URL, parameter and attack type; Strategy editing: the system should support a wealth of editable strategy attribute parameters:	
28	The WAF should support rollback after system upgrade or signature database upgrade fails. The WAF should have regular own Signature updates and the signature database upgrade process should not affect the normal operation of WAF, including the detection and protection of attacks;	
29	The WAF should have reports which can be generated according to time, and the report graphics can be set to column, bar, and pie charts. Reports can be exported to multiple formats, such as HTML and Excel; The WAF should have reports which can be automatically generated on a regular basis, such as daily, weekly,	

	and monthly; the reports can be sent to the designated recipient via FTP or email.	
30	WAF Should support High Availability from Day one	
31	Support log multi-condition query (combined query), log fields include but not limited to: time, login IP, administrator, user type, event type, operation type, event ID, object type, object name,	
32	The WAF should support HA deployment (Active/Active or Active/Passive) using standard VRRP, allowing two or more WAFs to form an HA cluster to ensure continuity of work and achieve redundancy protection. Switching or using between WAFs should not depend on the first Three-party network	
33	WAF Should Have 4 TB internal storage for logs	
34	WAF Should be IPV6 gold certified	
35	OEM should have completed 10 years of presence in India by Jan	
36	OEM should have deployed similar solution in at least 5 state datacentre or Ministry data centre	

2. Data Leakage Prevention[DLP] (200 Nos.)

S.No.	Description of Requirement	Compliance
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1	Solution Should Provide unified classification capabilities for	
2	The solution Should Include data discovery capabilities to identify and classify sensitive data stored at rest within	
3	The solution Should Offer out-of-the-box templates for data classification that cater to various compliance	
4	The Solution Enable integration with third-party data classification tools to allow seamless collaboration with existing systems.	
5	The Solution Should Include OCR capabilities to detect and	
6	The Solution Should Deliver complete visibility of data flows across devices, applications, and networks for thorough monitoring.	
7	The Solution Should Support real-time detection of data security incidents, ensuring swift identification and	
8	The solution should Include email incident detection to	
9	The Solution should Offer external device incident detection, providing granular control over USB and other external devices.	
10	The Solution should Provide data destination management to	
11	The solution should Include automated incident mitigation	
12	The solution should Deliver shadow copy functionality to	
13	The solution should have a Feature SSL inspection to extend	
14	The solution should Provide user activity visibility across email, applications, websites, and external devices.	
15	solution should Offer user risk and behaviour analysis to identify high-risk behaviours and potential insider	
16	The solution should Ensure email traffic visibility to analyse patterns and detect anomalies.	
17	The solution should Include application activity management	
18	The solution should Provide website activity management to control and monitor internet usage.	
19	The solution should Include external device management to	
20	The solution should Deliver real-time incident alerts to notify	
21	The solution should Support scheduled reporting for regular insights into security and compliance metrics.	
22	The solution should Include a security assessment report that evaluates the organization's overall security posture	
23	The solution should have Seamlessly integrate with on-premises Active Directory (AD) to support centralized	

24	The solution should Provide SIEM integration to work with existing security information and event management	
25	The solution should Offer compatibility with data analytics tools like Power BI and Tableau for visualizing and	
26	The Solution should be On premises solution which includes server with dedicated licenses with 3 years	

3. Server (02 Nos.)

S.No.	Description of Requirement	Compliance
1	Chassis :2U Rack Mountable	
2	Processor Name :Intel® Xeon® Silver 4310 (12 core, 2.10 GHz, 18 MB L3,	
3	Processor speed: 2.10 GHz	
4	Memory :32 GB (1x32 GB, 3200 MT/s)	
5	Network controller: Broadcom BCM57412 Ethernet 10Gb 2-port SFP+ QCP3	
6	Storage controller: HPE MR416i-p Gen10 Plus x16 Lanes 4GB Cache	
7	Server Expansions: Expansion slots 8, for detailed descriptions refer to the	
8	Power supply type :1x HPE 800W Flex Slot Platinum Hot Plug Low Halogen	
9	NVDIMM type :Optional: Intel® Optane™ Persistent Memory for HPE	
10	NVDIMM capacity: Optional: 128 GB - 512 GB	
11	Server Cooling: System fan features 6x Maximum Performance Fans	
12	Server Drives: Included drives: None ship standard, 8 SFF supported Optical drive type: Optional DVD-ROM Optional via Universal Media Bay External support only	
13	Warranty :3/3/3: Server Warranty includes three years of parts, three years of labor, and three years of onsite support coverage	

License for Servers:

Windows Server 2025 Standard - 16 Core License Pack	2 Nos.
Visual Studio Professional 2022	2 Nos.
SQL Server 2022 Standard Edition	2 Nos.

4. SFP Module (08 Nos.)

S.No.	Description of Requirement	Compliance
1	SFP-10G-SR= 10GBASE-SR SFP Module	
2	GLC-SX-MMD=1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	

2.2 Roles and Responsibility of the BA/SI/OEM Partner

The BA/SI will be responsible for the work of Supply, installation, testing, and commissioning of 2 web application firewalls, 200 Data Leakage Prevention [DLP] licenses, and 2 servers at Kamarajar Port Limited.

As per the scope of work technical specification., details in **Kamarajar Port Limited, Chennai's RFP**. The BA/SI/BP should integrate, for this work.

BA/SI/BP should have sufficient backup support required for liaisoning, meetings, coordination to meet the time lines of the project and its successful completion. The BA/SI shall nominate technical SPOC and account manager for this project.

Compliances: BA/SI/BP shall be responsible for all the regulatory compliances related to fulfillment of delivery of this project under this EoI during its currency.

Above requirements are only indicative in nature and are only for the guidance of the bidder to assess the quantum of work. The BA/SI/BP are required to apply their expertise to fulfill the required objective. In case of any discrepancy/ typo-graphical error mentioned in this EoI then the conditions/ specifications mentioned by Kamarajar Port Limited, Chennai, will prevail.

Governance Framework

- The BA/SI/BP shall adhere to the governance framework put in by RailTel for the project deliverable.
- The Governance team (RailTel) among other things will monitor the performance of the project and take corrective measures as required for successful delivery of the project.
- The Governance Team (RailTel) shall be overseeing the coordination, periodical reviews, escalations, billing, documentation, customer interactions etc.

2.3 Qualifying and mandatory conditions

The bidder must comply the following:

Sl No	Particulars	Criteria	Proof/Documents Required
1	Empaneled partner of RailTel	BA/SI Partner must already be an empaneled Business Partner/ System Integrator/Business Associate of RailTel. Further BA/SI/BP, who have breached contract or engaged in legal dispute with RailTel shall not be	Letter from RailTel selecting bidder as an empaneled channel partner/Business Partner/SI/BA.

		eligible for the Bid. The project being proposed is capital intensive hence the BA/SI/BP should not be a loss-making entity during the last three (3) Financial years	
2	EMD	1,80,300/- (Rupees One Lakh Eighty Thousand Three hundred only)	EMD payment need to be done through e-nivida portal.
2	Valid PBG	PBG @ 5% document	Should submit PBG at 5% of the order value after signing LOA
3	Turnover	Annual financial turnover during each of the last 3 years, ending 31 st March 2025, should be at least (150% of this bid value).	Audited balance sheet for the financial year 2022 -23,2023 -24 and 2024-25 or Copy of original CA Certificate (with UDIN number) indicating the turnover of last 3 financial years. The date of certificate should be of the current financial year showing Profit and Loss Account and total turnover.
4	Blacklisting	BA/BP/SI Partner should not have been blacklisted by the Government of India or any state government or any of its agencies or PSUs for any reasons whatsoever and SI Partner should not have been blacklisted by Central / any other State/UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices.	Undertaking from the Company Secretary or the Managing Director/Authorized representative of the Partner
	Technical Experience	The bidder must have successfully executed / completed *Similar Services, over the last three years i.e. the current financial year and the last three financial years: (i) One similar work of value not less than amount of 80% of the tender value	The Bidder should have provide, work order /PO/Work Completion Certificate in any Banks/ Financial Institutions/ Government

		(ii) Two similar works of value not less than amount of 50% of the tender value (iii) Three similar works of value not less than amount of 40% of the tender value *Similar services mean – AMC of Data Center Assets	Organisations/PSU and Private organisations in India
5	Office	The bidder should have an office in Chennai	Valid documentary evidence of address should be submitted (i.e EB/Rental Agreement/Telephone bill/GST certificate)
6	Tie up with OEM	Bidder should have tie up with OEM of equipment's for which AMC has to be provided and for the equipment/ software bidder propose to supply.	MAF from OEMs to be attached showing support of OEM during the currency of the project for supply of hardware and software as per format in Annexure 4.
7	Authorization	The bid must be signed by authorized person	Power of attorney to be submitted in favor of authorized person.

3 Evaluation Method

Among all the bidders who are complying the mandatory conditions (Table under cl.2.3) and the evaluation based on submission of total Price Bid (All-inclusive including Taxes) for this EoI to select lowest eligible bidder.

4 Acceptance of LOA and Performance Bank Guarantee

4.1 The bidder shall convey acceptance to LOA within 3 days from the date of issue. The tenderer is required to submit a Performance Bank Guarantee (PBG) within 21 days of the issue of LOA/Purchase order @ 5% of the value of the LOA/PO for the satisfactory performance of materials covered in SOR valid for a period of 39 months from the date of issue of LOA. The Performa for PBG is given in Annexure-3. If the delivery period gets extended, the PBG should also be extended appropriately. Similarly, if the value of the project increases, the value of the PBG may also to be required to be increased, if RailTel is also required to increase the value of the PBG, as per requirement of the customer.

The procedure for obtaining Performance Guarantee is outlined below: -

Extension of time for submission of PBG beyond 21 days and upto 60 days from the date of issue of LOA may be granted subject to the conditions that a penal interest of 15% per annum of the amount of BG shall be charged for the period of delay beyond 21 days i.e., 22nd day after date of issue of LOA. In case the successful bidder is not able to submit PBG, the successful bidder will have options to submit this amount in the form of Demand Draft/FDR. In case the successful bidder fails to submit the requisite PBG even after 60 days from the date of issue of LOA, the contract shall be terminated duly en-cashing PBG submitted for empanelment and other dues, if any payable against that contract and further action shall be taken as per conditions of empanelment with Railtel.

Whenever the contract is rescinded, the Performance Bank Guarantee shall be en-cashed the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or partnership firm, then every member or partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/Partnership firm.

Note: if BG submitted, a separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank. The bank details of RailTel, Secundrabad is enclosed at Chapter IV Forms

4.2 The Performance Bank guarantee will bear no interest.

5 Payment Terms:

RailTel will make payment to the BA/SI/MSP on back-to-back basis after realizing the payments from Kamarajar Port Limited, Chennai after adjusting penalties / SLA if any. (As per RFP by Kamarajar Port Limited, Chennai).

1	100% back to back basis
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6 Timeframe for Completion of Project:

S. No.	Services	Timelines
1	Supply, installation, testing, and commissioning of 2 web application firewalls, 200 Data Leakage Prevention [DLP] licenses, and 2 servers at Kamarajar Port Limited.	20 days from the issue of PO by RailTel.

7 Service Level Agreement for Services

Service level agreement for the services with penalties will be applicable to the BA/SI/BP on back-to-back basis (As per RFP by Kamarajar Port Limited, Chennai)

8 Liquidated Damages

Liquidated Damages clause will be applicable to the BA/SI/BP on back-to-back basis. (As per RFP by Kamarajar Port Limited, Chennai).

9 Comprehensive Onsite Warranty

- The BA/SI warrants that the Goods supplied under the Contract are new, unused, of the most recent or current model(s) and they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The BA/SI further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials, or workmanship or from any act or omission of the BA/SI, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- The BA/SI must provide 3-years support supplied under the contract.
- Upon receipt of such notice, the BA/SI shall, repair or replace the defective Goods or parts thereof, without cost to RailTel.
- If the BA/SI, having been notified, fails to remedy the defect(s), RailTel may proceed to take such remedial action as may be necessary, at the BA/SI's risk and expense and without prejudice to any other rights which RailTel may have against the BA/SI under the Contract as per the SLA.

10 Bid Currency and bid validity

The prices in the bid document shall be expressed in Indian Rupees only and price figures quoted wherever will be considered as expressed in Indian Rupees only.

Bids shall remain valid for a period of 90 days from the date of opening of the bids. RailTel shall at its own discretion may reject a bid value of shorter period.

11 Modification and/or Withdrawal of Bids:

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

No bidder shall be allowed to withdraw the bid after the deadline for submission of bids.

In case of the successful bidder, he will not be allowed to withdraw or back-out from the bid commitments. The BG submitted in reference to empanelment, in such eventuality shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed.

12 Variation in Quantity:

RailTel reserves the right to reduce or increase the quantity of any item as mentioned in the BoM back-to-back as Kamarajar Port Limited, Chennai's RFP.

13. Negotiation:

RailTel reserves the right to negotiate with the bidder in order to make the bid competitive.

The tenderer/s shall not increase his/their quoted rates including payment terms in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.

13.1 All offers in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers.

13.2. In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.

13.3. ATTESTATION OF ALTERATION: No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer/ tenderers in his/their entries must be signed (not initialed) by him/them.

13.4. The tenderer shall submit his tender through <https://railtel.eNivida.com> on or before specified date & time.

13.5. The offer shall be submitted in single packet. price bid shall be submitted in <https://railtel.eNivida.com>.

13.6 The bidder must submit all applicable document as per check list

14. Information to Bidder

14.1 Guideline for preparation of response to this EoI

Bidders are requested to follow the below guidelines while preparing the responses to EoI.

1. The price bid should be submitted in the <https://railtel.eNivida.com>. portal. Any bid not found responsive to the details mentioned in this document may be rejected.
2. The bidder is requested to review the response before submission as the submitted responses shall be considered final and revisions may not be permitted, unless there are genuine reasons for such revision.

14.2 Amendment to the EOI Document

RailTel may, for any reason, whether at their own initiative or in response to a clarification requested by an interested bidder, modify this document through amendment. In such case, the following rules will apply:

1. Any amendment shall be issued in writing through addendum/corrigendum via <https://railtel.eNivida.com>
2. Any such modification will overrule the original version and previously modified version.
3. RailTel, at its discretion, may extend the deadline for submission of EoI after considering the materiality of the amendment.

14.3 Arbitration

The parties through respective signatories shall settle any dispute or disagreement with respect to

performance, non-performance, or defective performance of respective obligation amicably. In the event

of disputes remaining unresolved, the parties shall refer the matter to a single arbitrator under arbitration law that may be applicable, whose appointment shall be done by CMD, RailTel Corporation of India Limited. The place of arbitration shall be New Delhi and the language used shall be English.

14.4 Force Majeure Clause

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

15. Terms and Conditions

- 1) RailTel will enter into an agreement, incorporating technical specifications, financial conditions, service levels and related terms and conditions of the RFP by Kamarajar Port Limited, Chennai.
- 2) RailTel reserves the right to accept or reject any or all application(s) without assigning any reason whatsoever. RailTel's decision in this regard shall be binding and final.
- 3) If any of the information, furnished by the bidder, is found incorrect at a later stage, the selected bidder shall be liable to be barred from participating in current and subsequent opportunities with RailTel. RailTel reserves the right to verify the particulars furnished by the applicant independently.

- 4) The bidder after submitting the response to this EoI agrees with RailTel for honoring all aspects of fair-trade practices.
- 5) The bidder shall bear all cost associated with the preparation and submission of the response to this EoI.
- 6) A NIL deviation certificate for the acceptance of all the terms and conditions and technical specifications as mentioned in this EOI and in the RFP by Kamarajar Port Limited, Chennai.

7) Insurance

The goods are to be insured by BA/SI with Kamarajar Port Limited, Chennai name for an amount equivalent to 110% of the invoice value for Transit. The BA/SI should also insure the goods for the invoice value under Storage Cum Erection Policy till three months from the date of delivery either by a single Policy for each and every supply or by a Master Policy for the items proposed to be supplied in future. If any loss incurred by the Kamarajar Port Limited, Chennai due to Insurance not taken by the supplier, then the BA/SI should make good the loss to the Kamarajar Port Limited, Chennai.

If insurance policies for transit or storage cum erection insurance is not provided or not covering the period, from the date of delivery then 0.1% of the invoice value will be deducted from the payment for each insurance.

In case of discrepancy in hardware supplied, it is BA/SI's responsibility to replace/repair the equipment's immediately even without recourse to the insurance.

16. Technical and Commercial Proposal

The response to the EoI need to cover following and should reach RailTel before the submission deadline through <https://railtel.eNivida.com>. RailTel reserves the right to reject any response received after the mentioned deadline.

1. The covering letter in the format mentioned in Annexure 1 should be part of the expression of interest being submitted.
2. The bidder needs to provide all the reference details/documentary evidences required to fulfill the criteria as applicable. The bidder is expected to submit evidences to meet all the criteria mentioned.
3. The bidder needs to provide the details of the point of contact who shall be contacted from RailTel for any matter pertaining to the empanelment or the EoI process in the future.

The format in which the details are to be furnished is mentioned below: **(PLEASE USE BLOCK LETTERS TO FILL THE TABLE BELOW)**

DETAILS OF POINT OF CONTACT		
First Name	Last Name	
Designation		
Official Address		
Contact Number (Office Landline)		
Mobile Number		
Official Email ID		

17.1 Annexure 1: Cover Letter Format

COVERING LETTER

(To be on company letter head)

Offer Reference No: _____

Date:

To,

RailTel Corporation of India Ltd.
275e, EVR Periyar High Road
CAO/CN Office, Southern Railway
Egmore, Chennai - 600008

Sub: Tender AMC for CISCO Networking devices including renewal of Firewall, AntiMalware software licenses for three years at Kamarajar Port Limited, Chennai.

Dear Sir

Having examined EoI document bearing the reference number RCIL-2024-MAS-NIT-RFP-04, dated 23/08/2024 released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and submit our offer.

If our offer is accepted, we undertake to abide by all the terms and conditions mentioned in this EoI.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said EOI, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our EoI is liable to be rejected.

Date:

Signature with seal (In the box)

Name _____ Designation: _____ Authorized Signatory _____

and on behalf of

(Give below the Name & Address of Bidder)

17.2

Annexure 2: BOM of AMC for CISCO Networking devices including renewal of Firewall, AntiMalware software licenses for three years

Supply, installation, testing, and commissioning of 2 web application firewalls, 200 Data Leakage Prevention [DLP] licenses, and 2 servers at Kamarajar Port Limited. **The details are provided below**

S.No.	Description	Qty
1	Supply, Freight, Installation, Testing and Commissioning of Web Application Firewall (4 X1Gbe Copper Ports, 2X10GbE SFP + Ports), 4 TB Internal Storage, 3/3/3/Warranty 24X7 Support	2 No's
2	Supply, Freight, Installation, Testing and Commissioning of DLP (Data Leakage Prevention) [70 nos. for Rajaji salai & 130 nos. for Port office]	200 No's
3	Supply, Freight, Installation, Testing and Commissioning of Server (to have multiple VMs) INT Xeon-Silver 4310 (12 Core,2.1 GHz,120W), 32 GB RAM; 3/3/3/Warranty 24X7 Support. Windows Server 2025 Standard - 16 Core License Pack – 2 nos. Visual Studio Professional 2022 – 2 nos. SQL Server 2022 Standard Edition – 2 nos	2 No's
4	Supply, Freight, Installation, Testing and Commissioning of SFP Module SFP-10G-SR= 10GBASE-SR SFP Module, GLC-SX-MMD=1000BASE-SX SFP transceiver module, MMF, 850nm, DOM; 3/3/3 Warranty 24x7 support	8 No's

17.3 Annexure 3: Performance Bank Guarantee Format

PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND

(On Stamp Paper of Rs One hundred)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, having its registered office at B Block 2nd Floor, RailNilayamSecunderabad (Herein after called RailTel) having agreed to exempt(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Purchase Order/LOA No.....dated.....made between.....and..... for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.(Rs only). We (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. 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(s) of any of the terms or conditions contained in the said Agreement.

2. We , 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 caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or 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.

3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Tenderer(s) 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(s) / Tenderer(s) shall have no claim against us for making such payment.

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

5. We,..... (indicate the name of Bank) further agree with the RailTel that the RailTel shall have the 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 any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) 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(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) 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 discharged due to the change in the Constitution of the Bank or the Contractor(s) / Tenderer(s).

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

Dated the day of 2024

for

(Indicate the name of the Bank)

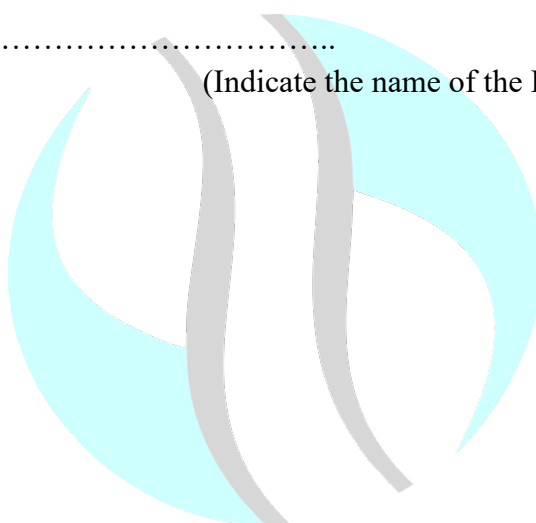
Witness

Signature

Name

Signature

Name



रेलटेल
RAILTEL

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Undertaking

17.4

Annexure 4- MANUFACTURER'S AUTHORIZATION FORM

RailTel EOI No RCIL/SR/MAS/KPL- AMC-FW/2024-25/EOI/04, dated 26.08.2024

To

Dear Sir

We _____ who are established and reputable manufacturers of (name & descriptions of goods and services offered) do hereby authorize M/s (Name and address of bidder) to submit a bid, and sign the contract with you for the goods manufactured by us against the above bid.

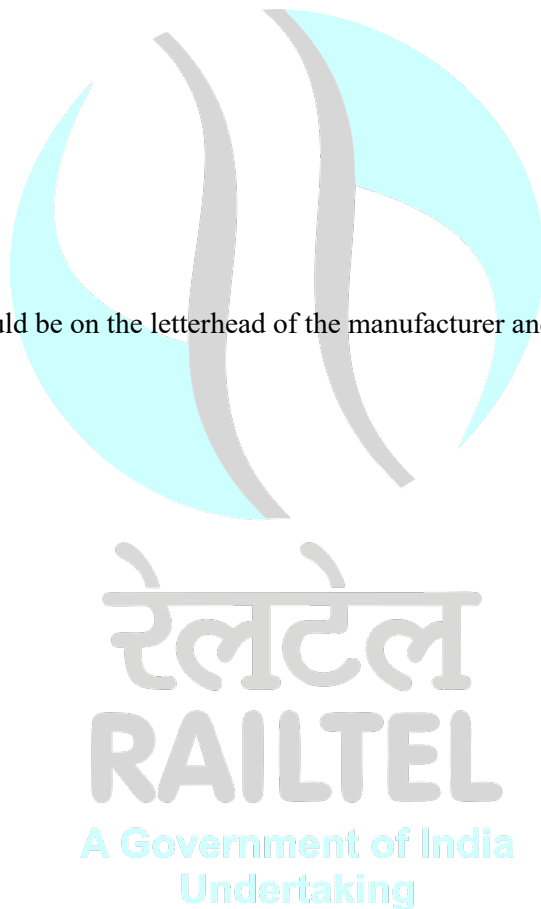
We hereby extend our full warranty for the goods offered against this bid.

Yours faithfully,

(Name of the Official)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a competent person.



Annexure-5

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with RailTel Units shall apply for registration in the prescribed Application -Form.

- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ retainer-ship being paid by the principal to the agent before the placement of order by RailTel.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.

- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by RAILTEL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
 - 2.2.2 The amount of commission /remuneration included in the price(s) quoted by the tenderer for himself.

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Undertaking**

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by RAILTEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by RAILTEL. Besides this there would be a penalty of banning business dealings with RAILTEL or damage or payment of a named sum.

2.5 **Annexure-B**

GUIDELINES ON BANNING OF BUSINESS DEALINGS CONTENTS

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1. Introduction

- 1.1 RailTel Corporation of India Ltd (RAILTEL), being a Public Sector Enterprise, under the administrative control of the Ministry of Railways and therefore being an authority deemed to be 'the state' within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. RAILTEL has also to safeguard its commercial interests. RAILTEL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of RAILTEL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on RAILTEL to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1 The General Conditions of Contract (GCC) of RAILTEL generally provide that RAILTEL reserves its rights to remove from list of approved suppliers/ contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies/ customers/ buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.3 However, absence of such a clause does not in any way restrict the right of Company (RAILTEL) to take action / decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers/ contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5 These guidelines apply to Corporate Office, all Regions and Subsidiaries of RAILTEL.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management to avoid entertaining any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.
- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
 - a) If one is a subsidiary of the other;
 - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - a) For Company (entire RAILTEL) wide Banning: The Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, RAILTEL shall be the 'Appellate Authority' in respect of such cases except banning of business dealings with Foreign Suppliers of imported items.
 - b) For banning of business dealings with Foreign Suppliers of imported items, RAILTEL Directors Committee (RDC) shall be the 'Competent Authority'. The Appeal against the Order passed by RDC, shall lie with CMD, as First Appellate Authority.
 - c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach Railway Board as Second Appellate Authority.
 - d) For RailTel Regions only: Any officer not below the rank of General Manager appointed or nominated by the Executive Director of concerned Region shall be the 'Competent Authority' for the purpose of these guidelines. The Executive Director of the concerned Region shall be the 'Appellate Authority' in all such cases.
 - e) For Corporate Office only: For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Concerned Group General Manager / General Manager shall be the 'Competent Authority' and concerned Director shall be the 'Appellate Authority'.
 - f) CMD, RAILTEL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- v) 'List of approved Agencies - Parties / Contractors / Suppliers/ Purchaser/ Customers'

shall mean and include list of approved /registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers, etc.

4. Initiation of Banning / Suspension

Action for banning / suspension of business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Region / Unit/ Corporate Office may also be competent to initiate such action.

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with RAILTEL is under investigation by any department (except Foreign Suppliers of imported items), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all the departmental heads within the unit/ region/ Corporate Office as the case may be. During the period of suspension, no business dealing may be held with the agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of RAILTEL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), RAILTEL Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the units/ regions of RAILTEL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the units/ Regions / Corporate Office by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency and all concerned. Such an order would operate for a period of six months from the date of issue.

5.5 for suspension of business dealings with Foreign Suppliers of imported items, following shall be the procedure:

- i) Suspension of the foreign suppliers shall apply throughout the Company/ Regions including Subsidiaries.
- ii) Based on the complaint forwarded by ED / GGM / GM or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the

interest of RAILTEL to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director / GGM / GM, to place it before a Committee consisting of the following:

1. ED / GGM/ GM (viz. Representative of Corporate Finance).
2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
3. ED / GGM/ GM (to be nominated on case to case basis).
4. ED / GGM/ GM ((viz. Representative of Corporate Law).

The committee shall expeditiously examine the report and give its comments / recommendations within twenty one days of receipt of the reference by ED/ GGM/ GM.

iii) The comments / recommendations of the Committee shall then be placed by ED/GGM/GM, before RAILTEL Directors' Committee (RDC) constituted for import of items. If RDC opines that it is a fit case for suspension, RDC may pass necessary orders which shall be communicated to the foreign supplier by the ED/GGM/GM.

- 5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or RAILTEL, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return / refund the dues of RAILTEL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public

sector enterprise;

- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;
- 6.8 If the Agency uses intimidation/ threatening or brings undue outside pressure on the Company (RAILTEL) or its official in acceptance/ performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (RAILTEL) or not;
- 6.11 Based on the findings of title investigation report of CBI / Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Company (RAILTEL) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Company (RAILTEL), forcefully occupies tampers or damages the Company's properties including land, water resources, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

- 7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company including subsidiaries. However, the Competent Authority of the Region/ Unit except Corporate Office can impose such ban Region-wise only if in the particular case banning of business dealings by respective Region/ Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct/ default to beyond the Region/ Unit. Any ban imposed by Corporate Office shall be applicable across all Regions/ Units of the Company including Subsidiaries.
- 7.2 For Company-wide banning, the proposal should be sent by ED of the Region/ Unit to the CVO/RailTel setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported items.

The Corporate Vigilance shall process the proposal of the concerned Region/ Unit for a prima-facie view in the matter by the Competent Authority nominated for Company-wide banning.

The CVO shall get feedback about that agency from all other Regions/ Units. Based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority.

If the prima-facie decision for Company-wide banning has been taken, the Corporate Vigilance shall issue a show-cause notice to the agency conveying why it should not be banned throughout RAILTEL.

After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the competent Authority.

7.3 There will be a Standing Committee in each Region/ Unit to be appointed by Chief Executive Officer for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers. However, for procurement of items/ award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager/ Dy. General Manager each from Operations, Finance, Law & Project. Member from Project shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- i) To study the report of the investigating Agency and decide if a prima-facie case for Company-wide / Region wise banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show- cause notice may be issued to the Agency and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported items.

- i) Banning of the agencies, shall apply throughout the Company including subsidiaries.
- ii) Based on the complaint forwarded by Executive Director or received directly by Corporate Vigilance, an investigation shall be carried out by Corporate Vigilance. After investigation, depending upon the gravity of the misconduct, Corporate Vigilance may send their report to Executive Director/ GGM/ GM, to be placed before a Committee consisting of the following:

1. ED / GGM/ GM (viz. Representative of Corporate Finance).
2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
3. ED / GGM/ GM (to be nominated on case-to-case basis).
4. ED / GGM/ GM ((viz. Representative of Corporate Law).

The Committee shall examine the report and give its comments/ recommendations within 21 days of receipt of the reference by ED.

iii) The comments/recommendations of the Committee shall be placed by ED/ GGM/ GM

before RAILTEL Directors' Committee (RDC) constituted for import of foreign items. If RDC opines that it is a fit case for initiating banning action, it will direct ED/ GGM/ GM to issue show-cause notice to the agency for replying within a reasonable period.

- iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED to RDC for consideration & decision.
- v) The decision of the RDC shall be communicated to the agency by ED/GGM/GM concerned.

8. Removal from List of Approved Agencies – Suppliers / Contractors, etc.

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
- 8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE (Limited Tender Enquiry) may not be given to the Agency concerned.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
- 9.2 If the Agency requests for inspection of any relevant document in possession of RAILTEL, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass all appropriate speaking order:
 - a) For exonerating the Agency if the charges are not established.
 - b) For removing the Agency from the list of approved Suppliers/ Contractors, etc.
 - c) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

- 10.1 The agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall

be preferred within one month from the date of receipt of the order banning business dealing, etc.

- 10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Chief Executive / Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Chief Executive / Competent Authority upon disclosure of new facts

/ circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

12. Circulation of the names of Agencies with whom Business Dealings have been banned

- 12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.2 If Government Departments or a Public Sector Enterprise requests for more information about the Agency with whom business dealings have been banned, a copy of the report of the Inquiring authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
- 12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, RAILTEL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its interconnected Agencies.
- 12.4 Based on the above, Regions / Units may formulate their own procedure for implementation of the guidelines.

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INTEGRITY PACT

(The Integrity Pact agreement shall be executed in Rs. 100/- non judicial stamp paper and the same will be uploaded in the e-nivida portal).

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

And

....., hereinafter referred to as “The Bidder/ Contractor”

Preamble

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

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

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- 1 The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure A.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process & exclude him from future business dealings as per the existing provisions of GFR, 2017, PC ACT 1988) or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings" and any other Financial Rules/Guidelines applicable to the Principal. Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B".

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to be terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

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

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

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a signed commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal Contractor shall take the responsibility of the adoption of IP by the sub-contractors. It is to be ensured that all sub-contractors also sign the IP.
3. In case of a Joint Venture, all the partners of the Joint Venture should sign the Integrity pact.
4. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions

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

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

Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent & credible Independent External Monitors for this pact as nominated by the Central Vigilance Commission(CVC) Government of India, from the panel of IEMs maintained by it. The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor.
4. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
Note : However, the documents /records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
6. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
The advice of the IEM panel is restricted to resolving issues raised by a bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders.
7. The panel of IEMs are expected to submit a joint written report to the CMD, RailTel within 30 days from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the RailTel Board.
9. The IEMs would examine all complaints received by them and give their recommendations/views to the CMD, RailTel at the earliest. They may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious issue having a specific, verifiable vigilance angle, the matter should be reported directly to the Chief Vigilance Commission.
10. The word 'Monitor' would include both singular and plural.
11. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

Independent Monitors :

NAME	CONTACT
Shri. Vinit Kumar Jayaswal	Add: E-34, Brahma Apartments, Plot-7, Sector-7, Dwarka, New Delhi-110075. E-Mail: gkvinit@gmail.com M.No. +91-9871893484
Shri. Punati Sridhar	Add: 8C, Block 4, 14-C Cross, MCHS Colony, HSR 6 th Sector, Bangaluru- 560102. E-Mail: poonatis@gmail.com M.No. +91-9448105097

Section 9: Pact Duration

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the completion of contract. After award of work, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. However, the IEMs may suggest systemic improvements to the management of the organization concerned, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the contract has been awarded.

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

Section 10: Other Provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. The parties signing the IP shall not approach the Courts while representing the matters to the IEMs and he/she will await the decision in the matter.
6. Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor
7. The Integrity pact shall be deemed to form a part of contract and parties shall be bound by it's provision.
8. Issues like warranty/guarantee etc. should be outside the purview of IEMs.

(For & on behalf of the Principal)

(Office Seal)

Place _____

Date _____

(For & On behalf of Bidder/Contractor)

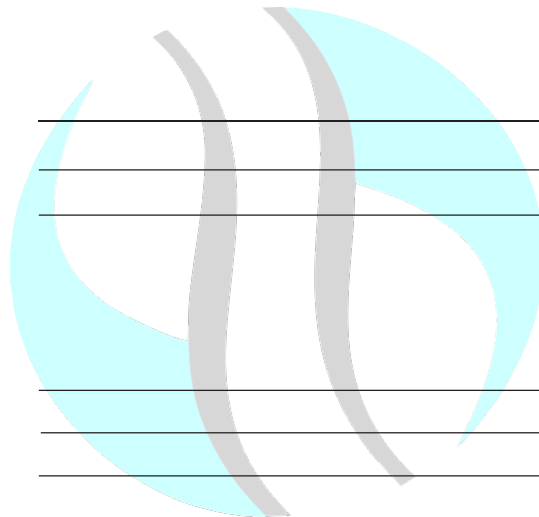
(Office Seal)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)



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17.6

Annexure 7 – RFP of KPL



Signature of Tenderer with Seal

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-06-2025 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	19-06-2025 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Ports, Shipping And Waterways
विभाग का नाम/Department Name	Kamarajar Port Limited
संगठन का नाम/Organisation Name	Kamarajar Port Limited
कार्यालय का नाम/Office Name	Chennai
क्रेता ईमेल/Buyer Email	hari.epl@nic.in
कुल मात्रा/Total Quantity	213
वस्तु श्रेणी /Item Category	Supply, Freight, Installation, Testing and Commissioning of Web Application Firewall 3 Years Warranty as per tender spec 1.0 , Supply, Freight, Installation, Testing and Commissioning of DLP as per tender spec 2.0 , Supply, Freight, Installation, Testing and Commissioning of Server as tender spec 3.0 , Supply, Freight, Installation, Testing and Commissioning of SFP Module , One- time integration charges
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Web Application Firewall
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Development Tools for Web Application / Portal Application Software, Firewall (MRPL), Firewall - NGFW, Polyester Webbing Slings, Website Application Security Platform Software, Anklet Web, Plastics Bib Taps Pillar Taps Angle Valves and Stop Valves as per IS 9763:2000 (Latest), Light Weight Web Equipment, Application Performance Monitoring Software, Internal Combustion Engine Crankcase Oils for Automotive Application (Diesel and gasoline) as per IS: 13656
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Firewall - NGFW
बीओक्यू शीर्षक /BOQ Title	IT Security devices and Software Licenses
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	54 Lakh (s)

बिड विवरण/Bid Details	
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	54 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 2 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
विगत प्रदर्शन /Past Performance	60 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	Supply, Freight, Installation, Testing and Commissioning of Web Application Firewall 3 Years Warranty as per tender spec 1.0
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य /Estimated Bid Value	18021907
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes

बिड विवरण/Bid Details

मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	39

(a). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Sr Manager IT
Kamarajar Port Limited, Vallur post, chennai
(Kamarajar Port Limited)

विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product

offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 60% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Supply, Freight, Installation, Testing And Commissioning Of Web Application Firewall 3 Years Warranty As Per Tender Spec 1.0

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local

Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**तकनीकी विशिष्टियाँ /Technical Specifications**

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	R G Kubendran	600001,Kamarajar Port Limited Port Administrative Office, inside Kamarjar Port, (next to North Chennai Thermal Power Station) Vallur Post, Chennai-600120	2	30

Supply, Freight, Installation, Testing And Commissioning Of DLP As Per Tender Spec 2.0

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	R G Kubendran	600001,Kamarajar Port Limited Port Administrative Office, inside Kamarajar Port, (next to North Chennai Thermal Power Station) Vallur Post, Chennai- 600120	200	30

Supply, Freight, Installation, Testing And Commissioning Of Server As Tender Spec 3.0

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	R G Kubendran	600001,Kamarajar Port Limited Port Administrative Office, inside Kamarajar Port, (next to North Chennai Thermal Power Station) Vallur Post, Chennai- 600120	2	30

Supply, Freight, Installation, Testing And Commissioning Of SFP Module

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	R G Kubendran	600001,Kamarajar Port Limited Port Administrative Office, inside Kamarjar Port, (next to North Chennai Thermal Power Station) Vallur Post, Chennai- 600120	8	30

One- Time Integration Charges

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	R G Kubendran	600001,Kamarajar Port Limited Port Administrative Office, inside Kamarjar Port, (next to North Chennai Thermal Power Station) Vallur Post, Chennai- 600120	1	30

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/**Buyer Added Bid Specific Terms and Conditions**

1. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/**Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or

bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---



KAMARAJAR PORT LIMITED
(A Company of Chennai Port Authority)

NAME OF WORK: - BID THROUGH GOVERNMENT E-MARKET PORTAL(GEM) FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 02 NOS. OF WEB APPLICATION FIREWALL,200 NOS OF DATA LEAKAGE PREVENTION [DLP] LICENSES,02 NOS. OF SERVER, AT KAMARAJAR PORT LIMITED, CHENNAI, TAMILNADU

Last Date & Time of Submission	As per bid Specifications uploaded on GEM Portal
Date & Time of Opening of bid	As per bid Specifications uploaded on GEM Portal

Scope of Works:

1. Supply, installation, testing, and commissioning of 2 web application firewalls, 200 Data Leakage Prevention [DLP] licenses, and 2 servers at Kamarajar Port Limited. The details are provided below.

S.No.	Description of item	Quantity
1.	Supply, Freight, Installation, Testing and Commissioning of Web Application Firewall (4 X1Gbe Copper Ports, 2X10GbE SFP + Ports), 4 TB Internal Storage, 3/3/3/Warranty 24X7 Support.	2 Nos
2.	Supply, Freight, Installation, Testing and Commissioning of DLP (Data Leakage Prevention) [70 nos. for Rajaji salai & 130 nos. for Port office]	200 Nos.
3.	Supply, Freight, Installation, Testing and Commissioning of Server (to have multiple VMs) INT Xeon-Silver 4310 (12 Core,2.1 GHz,120W), 32 GB RAM; 3/3/3/Warranty 24X7 Support. Windows Server 2025 Standard - 16 Core License Pack – 2 nos. Visual Studio Professional 2022 – 2 nos. SQL Server 2022 Standard Edition – 2 nos.	2 Nos
4.	Supply, Freight, Installation, Testing and Commissioning of SFP Module SFP-10G-SR= 10GBASE-SR SFP Module, GLC-SX-MMD=1000BASE-SX SFP transceiver module, MMF, 850nm, DOM; 3/3/3 Warranty 24x7 support.	8 Nos

1.1 Technical Specification details:

1 Web Application Firewall (02 Nos.)

S.No.	Description of Requirement	Compliance (Yes/No)
1	The proposed solution should be a dedication application as WAF device not as add on license Feature on ADC and NGFW. WAF should be ICSA labs certified.	
2	The Appliance should have 4x1GbE copper ports , 2x10GbE SFP+ ports	
3	The appliance should support 20 K RSA SSL TPS for 2048 key and 14K ECC SSL TPS	
4	The appliance should have dedicated SSL Acceleration hardware card for handling SSL Traffic. The SSL traffic should not be process by CPU of the Appliance	
5	WAF should supports in-line modes- Bridge, routed, transparent mode, reverse proxy mode and out of path (TAP/SPAN).	
6	The WAF should support negative and positive security model. The positive Security recognizes the characteristics of normal application traffic by automatic traffic learning in order to form the positive security model (whitelist model), which allows only traffic matching these whitelists to pass.	
7	WAF should support http normative inspection; support HTTP protocol decoding and check related fields, including URI, request method, response status code, HTTP header fields and other HTTP elements, etc.	

8	The legality of the HTTP protocol should be verified based on the RFC, including the length of the HTTP Request line, URL length, protocol name length, header value length, transmission sequence and application format (such as HTML parameters, Cookie version and format, Multipart/form-data encoding of file upload) etc.;	
9	The WAF should detect and block SQL injection attacks, support injection detection based on get, post, cookie, etc., and support the detection of code bypassing SQL injection; The WAF should prevent XSS cross-site attacks, including the detection of storage and reflection cross-site methods, and the detection of code bypassing XSS cross-site attacks;	
10	The WAF should protect against command injection attacks, such as Linux and Windows system command execution; The WAF should protect against common types of injection attacks, including SSI, LDAP, XPATH, mail header, file injection, etc.;	
11	The WAF should support the detection of uploading web shell attacks. The detection method should be based on the content of the uploaded file, while protecting against illegal access to the web shell; The WAF should support HTTPS-based attack protection and detection of attack behaviour in encrypted data packets;	
12	The WAF should protect application layer and Network DOS attacks, support application layer resource consumption type denial of service attack detection and denial of service attack detection caused by malformed data and malformed protocol;	
13	The WAF should prevent attacks against session tampering and hijacking, including attacks against cookie, session and user parameters, and can prevent attacks such as directory traversal attacks and CSRF attacks.	
14	The WAF should support virtual patch function to converts external Web vulnerability scanner's scanning results (XML-format report) into virtual patches of Web servers, helping shorten the window time that Web server vulnerabilities are exploited by attackers.	
15	The WAF should prevent the leakage of sensitive information caused by crawlers, and can identify common web crawlers, such as google, yahoo, baidu etc.. It can also detect and block the scanning behavior of mainstream scanners;	
16	The WAF should have the ability to detect and filter the attacks of abnormal HTTP requests, such as put and delete methods, HTTP request header parameters, such as user-agent and range fields; whitelist filtering based on URL and parameters; HTTP request referer field.	
17	The WAF should support Anti-leech to prevent the attacker from using technical means to bypass other commercial end-user windows (such as advertisement) and providing services belonging to other service providers to end users on their own website.	
18	The WAF should support Web Anti-Defacement (WAD) function to detect and prevent the defaced web pages from being returned to the client. It should returns the cached original web page to make the anti-defacement effects unnoticeable or returns a 503 error page to the client to end the service.	

19	The WAF should have the information suppression function for the application platform to prevent the leakage of related information, such as: Web server version information, operating system information, database information, etc.; Web server information leakage features support customization: can be defined based on regular expressions; support UTF8 character set; custom feature sets can be checked in Header and Body;	
20	The WAF perform deep packet inspection to prevent sensitive or private data from leaking. You can define sensitive data models through regular expressions, such as ID number, mobile phone number, social security number, credit card number, etc.	
21	The access control of black and white lists should be supported, and global and local settings should be supported. The local black and white list settings should support fine-grained control based on URL, parameters, and attack types;	
22	The WAF supports access control of various fields in the HTTP header, including protocol header fields such as user agent and referrer, and also supports custom settings for its content and name; controls the number of parameters, and controls the parameter type, parameter range, and parameter name limit;	
23	The WAF support access control based on client source IP, server URL and port; unauthorized access control, setting of access thresholds, and realize the control based on URL access frequency.	
24	The WAF should support IP reputation subscription to protect against Botnet, Cybercrime, Phishing, SPAM, TOR, scanners etc.	
25	The WAF should support Access control based on GeoIP regions: The administrator can generate IP blacklist based on the IP region table to achieve the region-based access control. The WebUI can generate and display region-based statistics graphs/security events.	
26	The WAF should support status monitoring. The monitoring information can be incorporated into the network management system through SNMP. The status information of the system monitoring should include: system running status, system running time, system version, CPU usage, memory usage, remaining disk space , Interface status, etc.;	
27	WAF should have strategy management functions, including strategy editing, strategy import/export, strategy query and other functions: Policy setting: Support the whitelist setting of attack detection based on URL, parameter and attack type; Strategy editing: the system should support a wealth of editable strategy attribute parameters;	
28	The WAF should support rollback after system upgrade or signature database upgrade fails. The WAF should have regular own Signature updates and the signature database upgrade process should not affect the normal operation of WAF, including the detection and protection of attacks;	
29	The WAF should have reports which can be generated according to time, and the report graphics can be set to column, bar, and pie charts. Reports can be exported to multiple formats, such as PDF, HTML and Excel; The WAF should have reports which can be automatically generated on a regular basis, such as daily, weekly,	

	and monthly; the reports can be sent to the designated recipient via FTP or email.	
30	WAF Should support High Availability from Day one	
31	Support log multi-condition query (combined query), log fields include but not limited to: time, login IP, administrator, user type, event type, operation type, event ID, object type, object name, variable name, original Value, modified value, details;	
32	The WAF should support HA deployment (Active/Active or Active/Passive) using standard VRRP, allowing two or more WAFs to form an HA cluster to ensure continuity of work and achieve redundancy protection. Switching or using between WAFs should not depend on the first Three-party network equipment;	
33	WAF Should Have 4 TB internal storage for logs	
34	WAF Should be IPV6 gold certified	
35	OEM should have completed 10 years of presence in India by Jan 2025	
36	OEM should have deployed similar solution in at least 5 state datacentre or Ministry data centre	

2. Data Leakage Prevention[DLP] (200 Nos.)

S.No.	Description of Requirement	Compliance (Yes/No)
1	Solution Should Provide unified classification capabilities for consistent data categorization across the organization.	
2	The solution Should Include data discovery capabilities to identify and classify sensitive data stored at rest within the organization's network.	
3	The solution Should Offer out-of-the-box templates for data classification that cater to various compliance standards without extensive configuration.	
4	The Solution Enable integration with third-party data classification tools to allow seamless collaboration with existing systems.	
5	The Solution Should Include OCR capabilities to detect and classify sensitive data embedded in image files.	
6	The Solution Should Deliver complete visibility of data flows across devices, applications, and networks for thorough monitoring.	
7	The Solution Should Support real-time detection of data security incidents, ensuring swift identification and response.	
8	The solution should Include email incident detection to monitor and prevent unauthorized data sharing via email.	
9	The Solution should Offer external device incident detection, providing granular control over USB and other external devices.	

10	The Solution should Provide data destination management to restrict or approve data transfers based on policies.	
11	The solution should Include automated incident mitigation capabilities to resolve potential breaches promptly.	
12	The solution should Deliver shadow copy functionality to back up sensitive files involved in security incidents.	
13	The solution should have a Feature SSL inspection to extend DLP capabilities to encrypted traffic.	
14	The solution should Provide user activity visibility across email, applications, websites, and external devices.	
15	solution should Offer user risk and behaviour analysis to identify high-risk behaviours and potential insider threats.	
16	The solution should Ensure email traffic visibility to analyse patterns and detect anomalies.	
17	The solution should Include application activity management for monitoring and restricting application usage.	
18	The solution should Provide website activity management to control and monitor internet usage.	
19	The solution should Include external device management to prevent unauthorized use of external drives.	
20	The solution should Deliver real-time incident alerts to notify administrators immediately about potential security threats.	
21	The solution should Support scheduled reporting for regular insights into security and compliance metrics.	
22	The solution should Include a security assessment report that evaluates the organization's overall security posture and suggests improvements.	
23	The solution should have Seamlessly integrate with on-premises Active Directory (AD) to support centralized user management.	
24	The solution should Provide SIEM integration to work with existing security information and event management systems.	
25	The solution should Offer compatibility with data analytics tools like Power BI and Tableau for visualizing and analysing security data.	
26	The Solution should be On premises solution which includes server with dedicated licenses with 3 years support	

3. Server (02 Nos.)

S.No.	Description of Requirement	Compliance (Yes/No)
1	Chassis :2U Rack Mountable	
2	Processor Name :Intel® Xeon® Silver 4310 (12 core, 2.10 GHz, 18 MB L3, 120W)	
3	Processor speed: 2.10 GHz	

4	Memory :32 GB (1x32 GB, 3200 MT/s)	
5	Network controller: Broadcom BCM57412 Ethernet 10Gb 2-port SFP+ OCP3	
6	Storage controller: HPE MR416i-p Gen10 Plus x16 Lanes 4GB Cache NVMe/SAS 12G Controller	
7	Server Expansions: Expansion slots 8, for detailed descriptions refer to the Quick Specs	
8	Power supply type :1x HPE 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	
9	NVDIMM type :Optional: Intel® Optane™ Persistent Memory for HPE	
10	NVDIMM capacity: Optional: 128 GB - 512 GB	
11	Server Cooling: System fan features 6x Maximum Performance Fans	
12	Server Drives: Included drives: None ship standard, 8 SFF supported Optical drive type: Optional DVD-ROM Optional via Universal Media Bay External support only	
13	Warranty :3/3/3: Server Warranty includes three years of parts, three years of labor, and three years of onsite support coverage	

License for Servers:

Windows Server 2025 Standard - 16 Core License Pack	2 Nos.
Visual Studio Professional 2022	2 Nos.
SQL Server 2022 Standard Edition	2 Nos.

4. SFP Module (08 Nos.)

S.No.	Description of Requirement	Compliance (Yes/No)
1	SFP-10G-SR= 10GBASE-SR SFP Module	
2	GLC-SX-MMD=1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	

2. Additional Terms and Conditions

1. Objective of the tender:

Supply, installation, testing, and commissioning of 2 web application firewalls, 200 Data Leakage Prevention [DLP] licenses, and 2 servers at Kamarajar Port Limited

A. Estimated bid value: - Rs.1,80,21,907/- (excluding GST)

B. Last date of submission: Last date of uploading of bid stipulated on GeM portal.

C. Date of opening of Bids: Technical bid will be opened on stipulated date and time on GEM Portal.

D. Pre-Qualification Criteria of bidder:

The bidder must have experience of having successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years (ending month of March prior to the bid opening)

- (i) One single order of 80% value of the bid.(or)
- (ii) Two orders each of 50% value of the bid.(or)
- (iii) Three orders each of 40% value of the bid.

Enclose copy of work order/work completion certificate as proof.

“Similar Works means “Supply, Installation, Testing and Commissioning of Web Application Firewall/Server/Windows Server License/ etc. to State Govt./Central Govt./PSU or Public / Private organization.

The bidder shall enclose the work order and completion certificate and other valid documents to substantiate their eligibility criteria and income tax returns along with profit and loss account statement and financial statement for substantiate the financial turnover. Otherwise, the bid will be summarily rejected.

1. The bidder must have a GSTIN Number.
2. The bidder turn-over should be greater than or equal to 30% of the bid value (as stipulated on GEM portal).
3. The bidder firm should not have been indicted for any criminal, fraudulent or anti-competition activity and not been black listed by any Govt. Departments/ESIC/PSU/Private Ltd.
4. **Manufacturer’s Authorization Letter (MAF)** from the OEM clearly indicating that the bidder is competent to sell & provide the required services for the items. Bidder should submit Manufacturer’s Authorization Letter (MAF) specific to this tender along with technical document, failing which the tender will not be considered.
5. The offered products/items to be supplied should meet all the requirements specified in technical specs.
6. Bidder should provide complete documentation in English about the product being quoted such as technical brochures as proof of compliance to specifications. Just mentioning complied’ against each specification will not be considered sufficient in the absence of supporting documentation and such offers are liable to be summarily rejected.
7. The bidder should have a Registered office of the company at Chennai with 2 years of

functional presence. Any documentary evidence to be submitted to establish its proof.

8. The Bidder should submit a compliance (point-wise agreement) statement against each part of the detailed specs specified. Offers that do not comply to any of the technical specifications for any item will be summarily rejected in totality.
9. The bidders are required to visit & study the Network infrastructure at KPL site to understand the scope clearly and ensure to get all necessary information before submitting their bids. Bids submitted without duly signed Pro-forma (Annexure -VI) by KPL official certifying the visit made by the bidder, shall be rejected.
10. The Bidder should mention the complete make / model numbers of all the critical components such as processors, memory modules, NVMe, SSD, HDD in the offer. Specifications of each should be verifiable from websites of respective manufacturers.
11. **GST:** The supplier shall comply with all requirements to avail full credit on GST as applicable
12. **Supply/Work Schedule:** The supplier shall supply the required quantity/complete the work within 30 days from the date the Contract is generated in the GeM portal
13. **Routine maintenance and visit on call during warranty period:** Visit on call: On receiving a valid complaint from KPL personnel, the Contractor's Technician will attend the fault within 24 hours and repair (with replacement, if any) the fault within 72-Hours.
14. **Penalty for delay in attending any unserviceable part:** During the warranty period bidder shall replace/repair the unserviceable item within 72 hours at his/her own cost and no cost to KPL. If any delay in replacing/ repairing of an unserviceable item is beyond this period, the value of recovery shall be at the rate of 0.5% of the unit price of the unserviceable part as penalty for each week of the delay from the seller. Seller can deposit the penalty to buyer directly else the buyer shall have right to recover all such penalty amount from the PBG (performance bank guarantee).
15. **Payment:** No Advance payment will be made, and the payment will be made on the basis of the actual supply of materials as per specification and satisfactory acceptance of the same against the order. Payment will be made within 30 days (thirty) of receipt of satisfactory acceptance note of full delivery and acceptance of materials at KPL

E. Documents to be uploaded:

Bidder firms which fulfill the above eligibility criteria may upload the technical bid along with the scanned copy of the following documents, **failing which their bids may be rejected:**

- PAN Card, GST Registration, Bank account details - Annexure –I
- Accounts Statement of annual turnover for last three financial years– Annexure-II
- Work order / Work completion certificate - Annexure –II
- Bid Security Declaration as per Annexure - III
- Registration / Incorporation Certificate of firm.
- Form of Agreement as per Annexure - IV
- Integrity Pact Annexure – V
- Visit Certificate Annexure - VI
- Manufacturer's Authorization Letter from OEM

Annexure-I

TECHNICAL BID FORM- (To be filled up, signed and scanned)

Supply, Installation, Testing and Commissioning of 2 web application firewalls, 200 DLP licenses, and 2 servers at Kamarajar Port Limited.

1.	NAME OF BIDDING COMPANY / FIRM	
2.	NAME OF OWNER / PARTNERS/ DIRECTORS	
3.	ADDRESS OF OFFICE/OFFICES FULL PARTICULARS OF OFFICE	
4.	ADDRESS WITH TELEPHONE NO., FAX NO. & E-MAIL ADDRESS	
5.	REGISTRATION DETAILS:	
	(A) GST NO.	
	(B) PAN NUMBER	
	(C) Others (pl. specify)	
6.	BANK DETAILS:	
	NAME & ADDRESS OF BANK	
	ACCOUNT NO.	
	IFSC CODE	

Annexure-II

FINANCIAL STATUS / FINANCIAL TURN-OVER

S.No.	FINANCIAL YEAR	INCOME (inRs.)	EXPENDITURE (in Rs.)	NET PROFIT / LOSS
1	2021-22			
2	2022-23			
3	2023-24			

EXPERIENCE DETAILS

(Attach extra sheet(s) if required)

S.No.	NAME OF CLIENT	NAME OF WORK & NARRATIVE DESCRIPTION	VALUE OF CONTRACT	DURATION OF CONTRACT	WORK COMPLETION CERTIFICATE (YES/NO)

SIGNATURE OF OWNER/MANAGING PARTNER/DIRECTOR

DATE:

NAME:

PLACE:

SEAL:

(Copies of Work orders/Work completion certificates to be attached)

BID SECURITY DECLARATION

From

To

The General Manager (Operations)
Kamarajar Port Limited,
Port Administrative Office,
Vallur Post,
Chennai – 600 120

Sub: Bid Security Declaration.

1. I/We _____ the undersigned, declare that I/We _____ understand that, according to your conditions, bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions.
2. Further, I/We _____ will also be liable to be debarred/banned if I/We
 - a) withdraw/modify/amend, impair or derogate from the tender, my/our Bid during the period of bid validity specified in the form of Bid.
 - or
 - b) after having been notified of the acceptance of our Bid by the purchaser during the period of bid validity, fails or refuse to execute the contract, if required, or fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

Signature of authorized person :

Date:

Full Name:

Place:

Company's seal:

Note: - The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed along with the quotation.

Signature of the Contractor with seal.

SPECIMEN BANK GUARANTEE

PERFORMANCE GUARANTEE/SECURITY DEPOSIT

(To be executed on Rs.100/-non-judicial stamp paper)

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

1. In consideration of the Board of Directors of Kamarajar Port Limited incorporated by the Companies act, 1956 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Directors of the port of Kamarajar Port Limited, its successors and assigns) having agreed to exempt _____ (hereinafter called the "contractor")

(Name of the contractor/s)

from the demand under the terms and conditions of the contract, vide _____'s letter No._____. (Name of the Department) date ____ made between the contractors and the board for execution of _____ covered under Tender No. _____ dated ____ (hereinafter called "the said contract") for the payment of security deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and conditions of the said contract, on production of a Bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the bank and address) _____ (hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, (Name of the Bank), (Name of the Branch), do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the board by reason of any breach by the contractors of any of the terms and conditions of the said contract or by reason of the contractors failure to perform the said contract. 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 any amount not exceeding Rs. _____ (Rupees _____) only.

3. We, (Name of bank and Branch), undertake to pay to the board any money so demanded not withstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding 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(s) shall have no claim against us for making such payment.

4. We, (Name of Bank and Branch) further agree with the board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the (Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the bank shall be the request of the board but at the cost of the contractors, renew or extend this guarantee for such further period or periods as the board may require from time to time.

5. We, (Name of Bank and Branch) further agree with the board that the board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to be contractors or for any forbearance, act or omission on the part of the board or any indulgence shown by the board to the contractors or by any such matter or thing whatsoever which under the law relating sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the courts in Chennai would have exclusive jurisdiction in respect of claims, if any, under this guarantee.

8. We, _____ bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the board in writing.

9. *Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs. _____

(Rupees _____ only);

b) This Bank Guarantee shall be valid up to _____; and

c) We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of guarantee).

d) This guarantee shall be irrevocable and encashable / invocable at Chennai. (Please mention the Bank Branch Address in Chennai)

Date _____ day of _____ 2025

For (Name of bank)

(Name)

Signature

INTEGRITY PACT

(The Integrity Pact agreement shall be executed in Rs. 100/- non judicial stamp paper and shall be enclosed along with original bid security declaration and reach Kamarajar Port Limited (KPL) corresponding address before opening Technical bid as per date and time given in the Tender.)

GENERAL

This pre-bid pre-contract Agreement (herein after called the Integrity Pact)
BETWEEN

Kamarajar Port Limited, represented by the Managing Director, Kamarajar Port Limited, Chennai
hereinafter referred to as "THE PRINCIPAL" / "EMPLOYER"

AND

..... represented by Shri
hereinafter referred to as "The BIDDER / CONTRACTOR".

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for
..... (Name of the Contract / Project / Stores equipment / item).
The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with the Bidder/s and Contractor/s.

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

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the PRINCIPAL/EMPLOYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS / CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

Commitments of the PRINCIPAL/EMPLOYER

The PRINCIPAL/EMPLOYER undertakes that no official of the Principal/Employer connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER / CONTRACTOR, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The PRINCIPAL/EMPLOYER will, during the pre-contract stage, treat all BIDDERS / CONTRACTORS alike, and will provide to all BIDDERS / CONTRACTORS the same information and will not provide any such information to any particular BIDDER / CONTRACTOR which could afford an advantage to that particular BIDDER / CONTRACTOR in comparison to other BIDDER / CONTRACTOR and could obtain an advantage in relation to the tender process or the contract execution.

All the officials of the PRINCIPAL/EMPLOYER will report to the Managing Director / Chief Vigilance Officer of Kamarajar Port Limited any attempted or completed breaches of the above commitments as well as any substantial, suspicion of such a breach.

If the PRINCIPAL/EMPLOYER obtains information on the conduct of any of its employees with full and verifiable facts and the same is prima facie found to be correct which is a criminal offence under the Indian Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Commitments of the BIDDER / CONTRACTOR

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

- i. The Bidder /Contractor will not enter with other Bidder / Contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- ii. The Bidder/Contractor will not commit any offence under the Indian Penal Code, 1860 / Prevention of Corruption Act, 1988 further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- iii. The Bidder / Contractor will not offer, directly or through intermediaries, any bribe, gift,

consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the Principal/Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- iv. The Bidder/Contractor further undertakes that it has not given, offered or promised to give directly or indirect any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the Principal/Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Principal for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Principal.
- v. The Bidder / Contractor of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- vi. Bidder / Contractors shall disclose the payments to be made by them to agents or any other intermediary, in connection with this bid/contract.
- vii. The Bidder / Contractor further confirms and declares to the Principal/ Employer that the Bidder / Contractor is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal/Employer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Contractor, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- viii. The Bidder / Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Principal/Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- ix. The Bidder / Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- x. The Bidder / Contractor will not accept any advantage in exchange for any corrupt practice,

unfair means and illegal activities.

- xi. The Bidder / Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal/Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertake to exercise due and adequate care lest any such information is divulged.
- xii. The Bidder / Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- xiii. The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- xiv. If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Principal/Employer, or alternatively, if any relative of an officer of the Principal/Employer has financial interest / stake in the Bidder / Contractor's firm, the same shall be disclosed by the Bidder / Contractor at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- xv. The Bidder / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Employer.
- xvi. The person signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.
- xvii. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organization may adopt any mediation rules for this purpose.

Previous Transgression

The Bidder / Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprises in India or any Government Department in India that could justify Bidder / Contractor's exclusion from the tender process. If the Bidder / Contractor makes incorrect statement on this subject, the Bidder / Contractor can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Sanction for Violations

Any breach of the aforesaid provisions by the Bidder / Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder / Contractor shall entitle the Principal / Employer to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER / CONTRACTOR, However, the proceedings with the other BIDDER / CONTRACTOR (s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL/EMPLOYER and the PRINCIPAL/EMPLOYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER / CONTRACTOR.
- (iv) To recover all sums already paid by the PRINCIPAL/EMPLOYER, and in case of an Indian BIDDER / CONTRACTOR with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India , while in case of a BIDDER / CONTRACTOR from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER / CONTRACTOR from the PRINCIPAL/EMPLOYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER / CONTRACTOR, in order to recover the payments, already made by the PRINCIPAL/EMPLOYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER / CONTRACTOR. The BIDDER / CONTRACTOR shall be liable to pay compensation for any loss or damage to the PRINCIPAL/EMPLOYER resulting from such cancellation/ rescission and the PRINCIPAL/EMPLOYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER / CONTRACTOR.
- (vii) To debar the BIDDER / CONTRACTOR from participating in future bidding processes of the Principal for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL/EMPLOYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER/CONTRACTOR(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrecoverable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL/EMPLOYER with the BIDDER / CONTRACTOR, the same shall not be opened.

- (x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL/EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- (xi) The Bidder / Contractor accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (xii) If the Bidder / Contractor can prove that he has restored /recouped the damage caused by him and has installed a suitable corruption prevention system, in such a case, it will be discretion of the Principal to revoke the exclusion prematurely.
- (xiii) The PRINCIPAL/EMPLOYER will be entitled to take all or any of the actions mentioned at Para (i) to (xii) above of this Pact also on the Commission by the BIDDER / CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER / CONTRACTOR), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of corruption Act, 1988 or any other statute enacted for prevention of corruption.
- (xiv) The decision of the PRINCIPAL / EMPLOYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER / CONTRACTOR shall be final and conclusive on the BIDDER / CONTRACTOR. However, the BIDDER / CONTRACTOR can approach the Independent Monitor (s) appointed for the purposes of this Pact.

Fall Clause

The BIDDER / CONTRACTOR undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Govt. of India or PSU and if it is found at any stage that similar product / systems or subsystems was supplied by the BIDDER / CONTRACTOR to the Principal at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER / CONTRACTOR to the PRINCIPAL / EMPLOYER, if the contract has already been concluded.

Independent Monitors

The Principal/Employer has appointed two Independent External Monitors (hereinafter referred to as Monitors)

Shri. Jatinderbir Singh, IAS (Retd) House No.1186, Sector 77,Mohali-140 308 (Punjab)	+91 9968607788	jatinderbir@gmail.com
Shri. Muvvala Kondala Rao, IFoS (Retd) 201, Kalakunj-B Cooperative Society, Lane 6, Dahanukar Colony, Kothrud, Pune -411038, Maharashtra	+91 9422161512	mkraomuvvala@gmail.com

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kamarajar Port Limited.
- (e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The BIDDER / CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor(s) with confidentiality.
- (f) The Principal / Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (g) The Monitor will submit a written report to the designated Authority of Principal / Employer / Chief Vigilance Officer of Kamarajar Port Limited within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation.
- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the Indian Penal Code, 1860 / Prevention of Corruption Act, 1988 and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word 'Monitor' would include both singular and plural.

Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL / EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER / CONTRACTOR and the BIDDER / CONTRACTOR shall provide necessary information and documents in English and shall extend all possible help for the Purpose of such examination.

Other Provisions

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL / EMPLOYER.

Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Validity

The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the Bidder / Contractor including warranty period whichever is later. In case Bidder / Contractor is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Kamarajar Port Limited. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

Equal treatment of all Bidders / Contractors /Sub-Contractors

- (a) The Bidder / Contractor undertake to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (b) The Principal will enter into agreements with identical conditions as this one with all Bidders / Contractors and Sub-Contractors.
- (c) The Principal will disqualify from the tender process all Bidder / Contractors who do not sign this pact or violate its provisions.

The parties hereby sign this Integrity Pact at _____ on _____.

The Principal represented
by the MD, Kamarajar Port Limited

BIDDER / CONTRACTOR

Name of the Officer

Name

Designation

Designation

Witness 1

Witness 1

Name & address

Name & address

Witness 2

Witness 2

Name & address

Name & address

Place:

Place:

Date:

Date :

VISIT CERTIFICATE

Name of the work: Supply, installation, testing, and commissioning of 2 web application firewalls, 200 Data Leakage Prevention [DLP] licenses, and 2 servers at Kamarajar Port Limited

As per the tender condition, I have completed the Site survey visit and understand the site condition & arrive at the actual requirement of Kamarajar Port Limited.

1. Date & Time of Visit
2. Name of Firm
3. Name of Person making the visit.....
4. Designation of the person making the visit

Seal & Sign of KPL official

Seal & Sign of Visitor