

RailTel Corporation of India Ltd

(A Mini Ratna PSU under Ministry of Railways)

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI No.: RCIL/NR/RO/EOI/MKTG/TNDR/CRIS_BAS/2024-25 dated 25-07-2024

Expression of Interest (EOI) for RailTel empaneled Business Associates for exclusive PRE-BID TEAMING ARRANGEMENT for “Breach and Attack Simulation (BAS) solution subscription for three years for CRIS”.



Issued by:

RailTel Corporation of India Ltd
(A Mini-Ratna PSU under Ministry of Railways) Northern Region

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Disclaimer

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

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

End Customer Tender Details

Tender Title	Selection of SI agency for Breach and Attack Simulation (BAS) solution subscription for three years for CRIS
Bid ID	01245169
Date of floating	25-July-2024
Floated on portal	Government e Marketplace Portal (https://www.ireps.gov.in/ /)

Snapshot of the Tender details from the portal

Government eMarketplace
Indian Railways E-Procurement System

Select Your Language

Search Tender



Active Tenders Closing Today All Active Tenders Recently Closed Tenders Custom Search Custom Search (For live Tender-AI Based) Live & Upcoming e-RA Closed e-RA

(Please choose one or more option for search, view & Downloading E-Tender Notices and Click 'Show results' to view Details of E-tenders)

Search Criteria: Tender Number Starting with Search For : 01245169

Note:- Please enter minimum first 3 characters of Tender Number or PLNO (these are case sensitive) or any 3 consecutive characters of Tender title or item description.

Organization CRIS Work Area All

Railway/PU All Department All

Unit All

Tender Status: All Tender Type: All

Bidding System All

Select Date Tender Closing Date From 01/05/2024 To 31/08/2024

Show Results

Tender search results 1

Deptt./Rly. Unit	Tender No	Tender Title	Status	Work Area	Due Date/Time	Due Days	Actions
PROCUREMENT/CRIS	01245169	Breach and Attack Simulation (BAS) solution subscription for three years for CRIS.	Published	Goods & Service	31/07/2024 15:30	9	

Print Results

Bidder is required to download and read complete RFP/ clarifications/ reply to pre-bid queries/ subsequent amendments/ subsequent corrigendum issued by the end customer till the last date of

submission of response to this EOI. Submitting response/ bid to this EOI will be considered as that the bidder has submitted technical and financial bid considering all the entities / details mentioned above and agrees to all terms and conditions mentioned in end customer RFP (CRIS) and will not deviate from the quoted technical and financial solution.

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EOI NOTICE

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

EOI Notice No: RCIL/NR/RO/EOI/MKTG/TNDR/CRIS_BAS/2024-25 dated 25-07-2024

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empaneled Partners for Selection of Implementation Partner for exclusive PRE-BID TEAMING ARRANGEMENT for “Breach and Attack Simulation (BAS) solution subscription for three years for CRIS.”.

The details are as under:

SCHEDULE OF EVENTS

1	Date of EOI Floating	25-07-2024
2	Last date for submission of Bids against EOI	28-07-2024 at 11:00 Hours
3	Opening of Bids received against EOI	28-07-2024 at 11:30 Hours
4	Mode of Bid Submission	Single Stage (Two Packet System)
5	EOI processing fee inclusive tax (non-refundable)	As per Envida portal fees
6	Bid Validity Period	210 Days from Last Date of Bid Submission
7	Delivery Period	49 Days
8	EMD for Pre-Bid Arrangement	Rs. 10,50,000/- (Ten lacs and fifty thousand rupees only.)
8a	Token EMD	Rs. 5,00,000/- (Rs. Five Lakhs only) to be paid online on eNivida portal along with the EOI.
8b	Balance EMD	Rs. 5,50,000/- (Rs. Five Lakhs and fifty thousand rupees only) to be paid by selected bidder/partner before final bid submission by RailTel to CoR. Non-Submission of balance EMD will lead to summarily rejection of Bid.
9	Bid Submission Mode	Online on https://railtel.enivida.com

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

Initially while participating in EOI the bidder needs to submit EMD i.e., Token EMD for an amount of Rs. 5,00,000/- (Rs. Five Lakhs only) along with the EOI. **Balance EMD amount: Rs. 5,50,000/- (Rs. Five lacs and fifty thousand s Only) to be submitted by the successful L1 bidder only before final bid proposal submission by RailTel against CoR RFP / tender. Balance EMD can be paid in form of a Bank Guarantee / Online Bank Transfer / Fixed Deposit. Non-Submission of Balance EMD as applicable will lead to forfeiture of Token EMD. Balance EMD if paid in form of BG then it needs to be valid 90 days beyond bid validity period.**

Bank Guarantee has to be confirmed with SFMS confirmation from the issuing bank in favor of RailTel. In case of

Fixed Deposit, lien in favor of RailTel is to be ensured. In case of online payment bidder needs to share the online payment transfer details like UTR No. date and Bank along with the proposal. **The validity of EMD must be maintained till the finalization of end customer RFP / tender i.e. award of order and till submission of performance guarantee of requisite value required by end customer on back-to-back basis.**

RailTel Bank Details for Submission of EMD Online:

- Bank Name: Union Bank of India
- Branch Name: Connaught Place, New Delhi Branch
- Account Number: 307801010917906
- IFSC Code: UBIN0530786
- MICR Code: 110026006

RailTel Bank Details for Submission of EMD in form of bank Guarantee:

RailTel SFMS details –

- BG advising message – IFN 760COV/ IFN 767COV via SFMS.
- IFSC Code of ICICI Bank to be used (ICIC0000007). Unique reference (RAILTEL6103) in field 7037

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

Contact Details for this EOI:

1: Name: Sh. Rajeev Saroha, Sr.DGM/Marketing.

Email: rajeev.saroha@railtelindia.com Contact: +91- 9004444143

2: Sh. Dev kumar, AGM/Marketing.

Email: dev.kumar@railtelindia.com Contact: +91-9717644212

Note:

1. The EOI response is invited from eligible Empaneled Partners of RailTel only.
2. All the documents must be submitted with proper indexing and page no.
3. This is an exclusive pre-RFP partnership arrangement with empaneled business associate of RailTel for participating in the end customer RFP. Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other Organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to prospective customer Organization by RailTel). **This undertaking has to be given with this EOI Response, Non-Compliance of this will result in blacklisting of bidder.**
4. Transfer and Sub-letting: The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose-off the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
5. Bidder must agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP.
6. Bidder also undertakes to submit MAF of major items of the proposed solution and other documents required in the end Customer Organization's tender in favour of RailTel against the proposed products. The selected BA has to provide MAF from the OEM in the name of RailTel for bidding in the concerned tender of CoR, if their proposed solution is quoted to the customer.
7. The selected bidder will have to accept all Terms & Conditions of CoR RFP on back-to-back basis.
8. Any corrigendum(s) issued by CoR against pertinent tender/RFP shall be the part and scope of this EOI document on back-to-back basis.
9. No exemption/relaxation is applicable to MSME/Startups.
10. Only, the eligibility clause/criteria and marks scoring criteria for SI/BA (Prospective BA/SI) as mentioned in CoR's RFP is not applicable on the bidder/BA applying against this EOI. Rest all Terms & Conditions of RFP floated for pertinent tender will be complied by SI/BA/bidders.
11. However, OEM considered by SI for this project have to mandatorily comply all the eligibility & technical criteria/compliance on back-to-back basis in line with CoR RFP and corrigendum(s) issued thereof.
12. Please refer CoR RFP Payment terms as this will remain applicable on back-to-back basis on successful bidders.
13. Bidder may check the price/commercial bid as per BOQ and match the same with FORMATS FOR SUBMISSION OF THE COMMERCIAL BID of CoR's RFP and if found any discrepancy, may be brought in the notice of RailTel immediately and may modify their financial bid format as per CoR RFP financial bid document.
14. This is a customer centric bid on back-to-back basis. The benefits of MSME shall not be applicable on this EOI & Work Order issued basis this EOI.
15. All terms and conditions including SLA/Payment/Penalties will be applicable back-to-back to the bidder.
16. No advance payment is applicable in the EOI and payment will be released on receipt from the CoR.
17. Bidders are also required to provide following documents as per CoR's requirement duly addressing RailTel
 - a. Annexure – II Functional Requirement
 - b. Annexure -III Technical Specification
 - c. Annexure V – Integration of Proposed Solution with List of Technology Devices/Tools already deployed in RIDC
 - d. Annexure-VII: Undertaking Letter from OEM for Back-end support 69

- e. Annexure-VIII: Support Office Details 70
- f. Annexure-IX: OEM Product Deployment Undertaking 71
- g. Annexure-X: Schedule of Requirements 72
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- i. Annexure-XII: Test Certificates 74
- j. Annexure-XIII: Declaration Form in case of NON-DISCLOSURE AGREEMENT (NDA) 77
- k. Annexure-XIV: Make and Model of Each Component offered in Proposed Solution 78
- l. ANNEXURE XV- NON-DISCLOSURE AGREEMENT FOR CONFIDENTIALITY 79
- m. Annexure-XVI: -Details of ICT Infra (CRIS Cloud) required for hosting of Breach and Attack Simulation Solution Agents 83
- n. Annexure-XVII Certificate from Bidder for Compliance- Land Border with India

1. About RailTel

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

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

2. Background of EOI

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

In this regard, RailTel intends to participate in the tender floated by CRIS (hereafter referred to as ‘CoR’) and accordingly seeks to select a suitable partner for pre-bid arrangement.

RailTel intends to participate in RFP floated by CRIS (End Customer Organization) For “SITC and Operations of CCTV solution at CRIS Owned Godowns”.

Bidder has to agree to comply with all OEMs technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer’s RFP. Bidder also undertake to submit MAF of CoR RFP BOQ/BOM items of the proposed solution and other documents required in the end Customer Organization tender in favour of RailTel against the proposed products. The selected BA has to provide MAF from the OEMs in the name of RailTel for bidding in the concerned tender of CoR, if their proposed solution is quoted to the customer.

System Integrator (SI) shall quote for only single OEM/ make and model for each item description. The make and model shall be clearly mentioned in the proposal. Series of make and model will not be accepted, and bid may be rejected.

3. Scope of Work and Partner Selection

The scope of work is mentioned in the end Customer organization’s RFP with all the amendment/ Corrigendum/ clarifications issued before the date of Bid Submission. The prospective bidder / partner is supposed to read all the T&C of CoR RFP in detail before submission of this EOI response to RailTel.

Special Note: *RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.*

- 3.1 Purpose of EOI: The intent of this RFP is to invite proposals from the prospective bidders for work/ services to be catered as stated in end customer RFP with all the amendment/ Corrigendum/ Clarifications issued till date of bidding by RailTel.
- 3.2 The present proposal seeks the turnkey solution for carrying out CoR needs. It is proposed to provide and maintain services with as mentioned in RFP floated by CoR.
- 3.3 Solution provider need to offer solution with no single point of failure in hardware and without any downtime in operations of CoR. SLA shall be applied as per CoR's tender document and corrigendum released, if any on back-to-back basis.
- 3.4 Bidder may submit their response in form of duly signed and stamped and submit techno-commercial bid at the E-nivida portal through Online mode, within the stipulated date and time, as mentioned in this EOI document.
- 3.5 Interested partners may note that this is a Single Stage & Two Packet Bid.
- 3.6 Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document

3.7 Stage -I: Technical Bid contains following

i. Eligibility Scoring Clause Compliance -Mandatory.

S.No.	Type	Description	Document Required
1	Existence/ Origin	The company must be registered in India.	Certificate of Incorporation
2	General	The company must have: I. valid PAN card. II. Been registered with GST. III. has filed ITR for last 3 financial year ending 31 st March 2023.	I. Copy of PAN Card. II. Copy of GST registration certificate. III. Copy of ITR filed.
3	Financial Turnover	The bidder must have cumulative turnover at least Rs.24.8 Crores in the last 3 financial year (i.e. Current Year and 3 previous FYs) up to date of opening of EOI.	Audited Balance Sheet, CA certificate, and P&L A/c
4	Net Worth	The bidder must have positive net worth in last 3 FY's (i.e. Current Year and 3 previous FYs) upto date of opening of EOI.	Audited Balance Sheet, CA certificate and P&L A/c

S.No.	Type	Description	Document Required
5	Work (SOC) Security operation Experience	<p>The bidder must have executed <i>SITC of a project in the field of IT / ITeS / ICT / Telecom for any Government department or Public Sector Units or Private Limited companies</i> in last 3 FYs (i.e. Current Year and 3 previous FYs) upto date of opening of EOI, as:</p> <p><u>One work costing not less than Rs. 8.68 Cr.</u></p> <p>OR</p> <p><u>Two works each costing not less than Rs. 4.96 Cr</u></p> <p>OR</p> <p><u>Three works each costing not less than the Rs. 3.72 Cr. each</u></p>	<p>Copy of Purchase/ Work Order & completion certificate issued by customer / PO issuing authority.</p> <p>The bidder must provide details of a personnel for verification purpose at PO/ certificate issuing organization clearly mentioning name of client, designation, contact number and mail ID on bidder's letter head.</p> <p>On-going work shall be considered too, subjected to successful completion of minimum 75% work value as per PO duly certified for partial work percentage/value completion by PO issuing authority. The actual completed work value shall be considered for PO produced for experience.</p>
7	Empanelment	Bidder must be empaneled with RailTel as business associate.	Copy of Empanelment letter and Empanelment PBG submitted, if any.

- ii. The Technical Compliance of the Scope of Work. However, format may be modified by bidder as per their choice, but item must be marked with OEM Name, MAF provided or not and Data Sheet attached.
- iii. The Technical Compliance sheet with make and model.
- iv. BOM without Price quote.
- v. Compliance of OEM with their MAF's (if required in CoR tender) and all mandatory documents asked by CoR from OEM.
- vi. **Undertaking on letterhead duly signed and stamped by authorized signatory** for unconditional Acceptance of the Tender document of CoR and any Other/General Document of CoR Tender RFP along with all the corrigendum and addendum.
- vii. This EOI's unconditional acceptance on company's letter head.
- viii. **The Bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI. This should be provided on a letterhead duly signed and stamped by authorized signatory.**
- ix. All Annexure filled as per formats given in this EOI.

- x. Undertaking for no deviation to Delivery Period as per duration specified in End Customer's RFP.
- xi. The Seller agrees to undertake contract for 3 years and as per COR requirement (**The undertaking in this regard is to be submitted along with the technical bid.**
- xii. The bid should be duly signed and submitted by Authorized Signatory. The bidder has to submit Power of Attorney having authorized signatory's nomination on notarized non-judicial stamp paper of appropriate value along with board resolution in favour of power of attorney.
- xiii. **The bidder has to mandatorily submit notarized affidavit (Annexure-10) and Integrity Pact (Annexure-11), if applicable on non-judicial stamp paper of Rs. 100, if notarized affidavit is not submitted then bid shall be summarily rejected.**

3.8 Prospective bidder's bid evaluation will be done based on above mentioned documents. Bids of those Bidders may be rejected who submit Technical Documents without OEM Name (if required in CoR RFP), Make and Model (if required in CoR RFP), technical Compliance, and unconditional acceptance of the CoR hard Copies and this EOI.

3.9 Based on evaluation of outcome against 3.7, Whoever may qualify as per criteria mentioned under clause 3.7.i and further complying technical requirement with supporting documents of OEM MAF (if required in CoR RFP), datasheets (if required in CoR RFP), BOQ/BOM may be treated as Technically qualified partner for Stage-1.

3.10 Bidders selected as per Para 3.9 above will be treated as eligible for financial bid opening.

3.11 **Stage-II: Financial Bid:**

i. The Annexure - 4 & 4A of EOI for financial quote.

3.12 For the opened bid as per outcome of Clause 3.10 above, the bidder will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the EOI document and Physical documents of technical specifications of CoR, subject to the respective overall bid is in compliance to the requirements of this EOI. The selected partner will be termed as '**Commercially Suitable Partner (hereafter referred to as 'CSP')**'. It is re-mentioned that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP.

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

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

4. **Compliance Requirements and Eligibility Criteria for Interested Bidders**

4.1 The interested bidder should be an Empaneled Partner with RailTel on the last date of bid submission

- of EOI & has to provide relevant documents to qualify as per Clause 3.10 of this EOI.
- 4.2 The interested bidder should submit Earnest Money Deposit (EMD) in the format as mentioned in this EOI document along with the bid.
- 4.3 The interested bidder should be in compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions.
- 4.4 The interested bidder may submit an undertaking for maintaining of 'Local Content Compliance' and shall submit a certificate mentioning the 'Local Content Percentage' duly signed and stamped by statutory auditor or cost auditor or authorized signatory of the interested partner. This will not be a binding clause in cases where end customer has not asked Local Content Clause/Make in India Clause in their Current RFP. Mandatory in case required in pertinent tender.
- 4.5 The bidder has to mandatorily provide all Annexures of CoR's RFP in name of RailTel addressing the tender issuing authority and corrigendum(s) thereof, in the name of RailTel Corporation of India Limited addressing the tender issuing authority.**
- 4.6 The interested bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI. This should be provided on letterhead duly signed and stamped by authorized signatory.
- 4.7 There should not be any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI. This should be provided on letterhead duly signed and stamped by authorized signatory.
- 4.8 The interested bidder shall not have a conflict of interest with one or more bidding parties. Participation of interested bidder(s) with a conflict-of-interest situation will result in the disqualification of all bids in which it is involved. A bidder may be in a conflict of interest with one or more parties if including but not limited to:
- a) Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or;
 - b) Have a relationship with each other directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another interested partner.
- 4.9 The interested bidder should not be seeking / extending / exploring similar arrangements / engagements with any other organization except RailTel, for the CoR tender.
- 4.10 The interested partner should have a valid Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of EOI.
- 4.11 In addition to above clauses, bid of interested bidder should be in compliance to terms and conditions and technical requirements of the pertinent CoR tender as referred above.

Note: The interested bidder should submit duly signed and stamped EOI cover letter as per the format mentioned at Annexure-01 of this EOI document, as unconditional submission of meeting the clauses mentioned above, from Clause 4.1. to Clause 4.11.

5. Proposal Preparation and Submission Cost

The interested partner is responsible for all costs incurred in connection with participation in this EOI

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

6. Amendment to EOI Document

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

7. Bid Validity

- 7.1. Bid of Interested partners shall remain valid for the period of 210 days from the last date of submission of this EOI.
- 7.2. RailTel may request for an extension of the period of validity. The validity of the 'EMD', should also be suitably extended if called upon to do so by RailTel. The request and the responses thereto shall be made in writing through e-mail communication only. Further, whenever the bid validity extension is submitted by the interested partner, it should be ensured by interested partner that their PBG related to the empanelment should have minimum validity of 90 days from the last date of extended bid validity period.

8. Right to Terminate the Process

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

9. Language of Bid

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

10. Submission of Bid

- 10.1 The interested bidder should take into account any Corrigendum to this EOI document that may have

- been published before submitting their EOI response. The bid is to be submitted in the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.
- 10.2 Interested bidders in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.
- 10.3 An Organization / Interested Bidder can submit only 'One EOI Response'. Submission of multiple EOI Response by interested bidder(s) may lead to rejection of all of its bid.
11. **Rights to Accept / Reject any or all EOI Response**
RailTel reserves the right to accept or reject any EOI Response, and to annul the bidding process and reject all Bids at any time prior to award of the Contract, without thereby incurring any liability to the affected interested bidder(s), or any obligation to inform the affected Bidders of the ground for RailTel's action.
12. **Payment Terms**
- 12.1 Payment will be on 'back-to-back' basis and as per the payment terms mentioned in the pertinent CoR's RFP. Bidder's/CSP's invoice shall become due upon receipt of payment by RailTel from CoR.
- 12.2 Payment will be released within 45 days from date of receiving the invoice for the work / services and after RailTel has received the payment from CoR for the same work / services. Any deduction /Penalties/Liquidation Damage (LD) levied by CoR on invoices of RailTel will be carried as it is back-to-back and will be deducted from CSP's invoices, subject to the cause to deduction / penalty is due to deviation in terms and conditions of service standards by the CSP.
- 12.3 Documents list required at the time of payment/invoice submission by selected bidder shall be: -
- PO copy issued to selected vendor.
 - Payment Proof that the end customer has paid to RailTel for the period claimed by Selected bidder/vendor against invoices raised by RailTel for such services.
 - Submission/Declaration of applicable BG amount against PO issued to selected bidder/vendor.
 - Original Invoice for the period claimed.
 - TDS declaration.
 - Photocopy of all documents submitted by RailTel along with their invoice to customer.
13. **Performance Bank Guarantee (PBG)/ Performance Security**
- 13.1 In case of successful participation by RailTel in the pertinent CoR's tender and subsequent engagements with CSP, The CSP shall at its own expense, deposit with department, within 21 days of the notification of award (done through issuance of the Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/ Commercial Scheduled Indian Bank as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the CSP. This PBG will be for an amount of 10% of the total contract value. The quantum of this 'percentage (%)' will be equal to the PBG % as asked by CoR from RailTel at any time. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the CSP. Besides, if the total BG amount comes upto ₹05 Lakhs, then same may be deposited through DD/RTGS/NEFT. Along with submission of PBG, CSP needs to submit PBG issuing bank's SFMS report. The SFMS report is also to be submitted in case of renewal / extension of PBG.
- 13.2 The PBG should have validity for a period of 9 month beyond the last date of the warranty period i.e. 45 months form Date of PO. completion of all contractual obligations. The PBG may be discharged /

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

13.3 RailTel shall also be entitled to make recoveries from the CSP's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

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

13.5 During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by CoR (in case) to RailTel. In such scenario(s) also, Clause No. 13.1. to Clause No. 13.4. are to be followed by the CSP.

13.6 In case the CoR has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected bidder has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Bidder will be accepted in lieu of PBG from Scheduled Bank.

13.7 In case CoR has sought any other types of PBG in this contract at present or in future or else Integrity Pact PBG (presently or in future), same remain applicable on selected Bidder. The Said PBG will be issued by Selected Bidder from Scheduled Bank favoring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.

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

13.9 **If the PBG is not submitted within the stipulated timeframe it shall attract a penal interest at the rate of 15% per annum.**

14. Details of Commercial Bid / Financial Bid

14.1 Interested partner should submit commercial bid as per format given in the EOI.

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

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

14.4 The quantity of 'Line Items' may vary at the time of placing of Purchase Order or during the Contract Period, as communicated by CoR (in case) to RailTel. In such scenarios, the 'Per Unit' cost will be considered to arrive on contractual amount between RailTel and CSP.

14.5 It is also possible that CoR may surrender/ increase, some or all of the quantities of service items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and CSP shall be considered, at sole discern of RailTel.

14.6 It is also possible that during the contract period, CoR may raise Purchase Order to RailTel for the line items (and respective quantities) which are not mentioned in the pertinent tender of CoR. In such scenario, RailTel at its sole discretion, may extend the scope of the contract with CSP by placing order to CoR, on back-to-back basis.

14.7 In addition to the Payment Terms, all other Contractual Terms will also be on 'back-to-back' basis between RailTel and CSP, as mentioned in the pertinent CoR's tender. MAF (Manufacturer's Authorization Form) in the name of RailTel from the OEMs, whose product is mentioned in

commercial bid format, should also be ensured by the partner. The MAF format and required content should be in-line with CoR's tender, if specifically asked by CoR in a particular format.

- 14.8 As per CoR tender, This EOI involves Reverse auction. Therefore, selected L1-bidder is required to comply this and RailTel will consult L-1 bidder during e-Reverse auction on IREPS portal to quote winning price. For this, bidder has to attend RailTel office on receipt of communication in this regard.

15. Duration of the Contract Period

The contract duration shall be same as of CoR's contract duration with RailTel until otherwise terminated earlier. Indicative contract duration is of 3 years (Implementation Period) plus as per the CoR document from Date of Commencement of award of PO, unless otherwise terminated earlier, as mentioned in this EOI document and subject to successful participation of RailTel in the pertinent CoR's tender. The contract duration can be renewed / extended by RailTel at its discretion, in case CoR extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by CoR to RailTel.

16. Restrictions on 'Transfer of Agreement'

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

17. Suspension, Revocation or Termination of Contract / Agreement

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

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

- i. The CSP failing to perform any obligation(s) under the contract / agreement.
- ii. The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- iii. Non adherence to Service Level Agreements (SLA) which RailTel has committed to CoR for the pertinent tender.
- iv. The CSP going into liquidation or ordered to be wound up by competent authority.
- v. If the CSP is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as deemed fit under the circumstances.
- vi. It shall be the responsibility of the CSP to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period,

it shall be treated as material breach liable for termination at risk and consequent of which CSP's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.

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

18. Dispute Settlement

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

19. Governing Laws

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

20. Statutory Compliance

- 20.1 During the tenure of this Contract nothing shall be done by CSP in contravention of any law, act and/or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.
- 20.2 The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labor (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labor Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

21. Intellectual Property Rights

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

circumstances.

22. Severability

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

23. Force Majeure

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

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

24. Indemnity

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

- a) Any mis-statement or any breach of any representation or warranty made by CSP or
- b) The failure by the CSP to fulfill any covenant or condition contained in this contract by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by CSP pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by CSP pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or
- c) Any compensation / claim or proceeding by any third party against RailTel arising out of any act, deed or omission by the CSP or
- d) Claim filed by a workman or employee engaged by the CSP for carrying out work related to

this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

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

25. Limitation of Liability towards RailTel

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

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

26. Confidentiality cum non-disclosure

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

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

- a) Is already known to the receiving Party at the time of disclosure:
- b) Is or becomes part of the public domain without violation of the terms hereof;
- c) Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:
- d) Is received from a third party without similar restrictions and without violation of this or a similar contract.

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

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

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

27. Assignment

Neither this contract nor any of the rights, interests or obligations under this contract shall be

assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this contract will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

28. Insurance

The selected partner has to mandatorily submit Contractor's All Risk Policy (CAR Policy) of CoR's contract value for the entire contract period plus 120 days. The CSP agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software etc. as per CoR tender specified terms.

29. Exit Management

29.1 Exit Management Purpose

- a)** This clause sets out the provision, which will apply during Exit Management period. The parties shall ensure that their respective associated entities carry out their respective obligation set out in this Exit Management Clause.
- b)** The exit management period starts, in case of expiry of contract, at least 03 months prior to the date when the contract comes to an end or in case of termination contract, on the date when the notice of termination is sent to the CSP. The exit management period ends on the date agreed upon by RailTel or Three (03) months after the beginning of the exit management period, whichever is earlier.

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

- a)** Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code (if any); any other data and confidential information created as part of or is related to this contract;
- b)** All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to RailTel or its nominated agencies, or its replacing vendor (as the case may be).

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

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

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

30. **Waiver**

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

31. **Changes in Contract Agreement**

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

32. **Liquidation Damages (LD)**

Liquidation Damages (LD) shall be governed by the end customer RFP / tender terms and shall be applicable on bidder as per actual on back-to-back basis. Any deduction in payment on grounds of LD shall be carried to bidder as per figures actually charged by end customer on back-to-back basis.

EOI COVER LETTER
(On Organization Letter Head)

Eoi Ref No.: _____

Dated: XX-XX-XXXX

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

End Customer Bid No. (IREPS Portal): 01245169 dated 07-06-2024

Dear Sir,

1. I, the undersigned, on behalf of M/s, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI. It is also undertaken and submitted that we are in abidance of Clause 4 (from Clause 4.1 to Clause 4.11) of EOI.
2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 210 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (CSP) for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. I hereby undertake and give unconditional acceptance for compliance of all terms & conditions of CoR RFP issued vide End Customer Bid No. (IREPS Portal): 01245169 dated 07-06-2024, against this EOI based customer's requirement.
7. I hereby undertake that there will be no deviation from the Terms and Conditions of EOI and CoR's RFP issued vide End Customer Bid No. (IREPS Portal): 01245169 dated 07-06-2024.

Signature of Authorized Signatory

Name:

Designation:

Local Content Compliance
(On Organization Letter Head)

Eol Ref No.: _____

Date: XX-XX-XXXX

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

End Customer Bid No. (IREPS Portal): 01245169 dated 07-06-2024

Dear Sir,

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

I hereby certify that M/s_____fulfills all requirements in this regard and is eligible to be considered

and for the submitted bid Local Content Percentage is _____ % (write in figures as well as in words).

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

Signature of Authorized Signatory

Name:

Designation:

CHECKLIST OF DOCUMENTS FOR BID SUBMISSION

End Customer Bid No. (IREPS Portal): 01245169 dated 07-06-2024

S. No.	Document
1	Proof of submission of Tender Processing Fee and EMD.
2	Authorization Letter/ POA and all Annexures/ Appendices given in the EOI documents.
3	All undertakings on company letter head as required/ stated in the EOI document duly signed and stamped by the authorised signatory.
4	The copy of EOI and subsequent addendum/ corrigendum duly Signed and Stamped by the Authorised Signatory of Bidder
5	All Annexure/ Appendices/Formats/ Declarations as per CoR's RFP for tender ref. no: _____ addressing to RailTel's EOI issuing Authority.
6	Compliance of eligibility criteria related documents as per Clause 3 and supporting documents.
7	Any relevant document found suitable by bidder
8	Empanelment certificate issued by RailTel to BA.

Note:

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

Signature of Authorised Signatory

Name:

Designation:

Commercial Bid
(On Organization Letter Head)
(TO BE UPLOADED AS BOQ SHEET)

Eol Ref No.: _____

Date: XX-XX-XXXX

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

End Customer Bid No. (IREPS Portal): 01245169 dated 07-06-2024

S.no	Description	Estimated Value (in Rs) – Annual
1	As per SoR - Page 72 of Tender Doc of Customer of RailTel.	
	Total Amount including GST	
	In words: Rupees Eight Crore Forty lacs rupees only.	

Signature of Authorised Signatory
Name:
Designation:
Place:

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

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

End Customer Bid No. (IREPS Portal): 01245169 dated 07-06-2024

1. In consideration of the RailTel Corporation of India Limited (CIN: L64202DL2000GOI107905), having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after called “RailTel”) having agreed to exempt (CIN:) having its registered office at (hereinafter called “the said Contractor”) from the demand, under the terms and conditions of Purchase Order No. dated..... made between RailTel and for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs..... Only). We (indicate the name and address and other particulars of the Bank) (hereinafter referred to as ‘the Bank’) at the request of contractor do hereby undertake to pay RailTel an amount not exceeding Rs. (Rs Only) against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.
2. We, the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage by the said Contractor of any of terms or conditions contained in the said Agreement by reason of the Contractor’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rs _____ Only).
3. We, the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before We shall be discharged from all liability under this Guarantee thereafter.

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

This Guarantee will not be discharge due to the change in the constitution of the Bank or the Contractor. (Indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RailTel in writing.

Dated the Day of 2024 for (Name of Bank)

In the presence of Witnesses:

Signature With Date	Signature With Date
Name:	Name:
Designation:	Designation:

Encl: SFMS PBG Report

NON-DISCLOSURE AGREEMENT

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

This Non-Disclosure Agreement (this "Agreement") is made and entered into on this _____ day of _____, 20XX (the "Effective Date") at _____.

By and between

RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023 & Northern Region office at 6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi - 110053, (hereinafter referred to as 'RailTel'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

(_____) (CIN: _____), a company duly incorporated under the provisions of Companies Act _____, having its registered office at _____, (hereinafter referred to as '_____'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

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

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

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

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

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

1. Permitted Use.

- a)** Receiving Party shall:
 - i. hold all Information received from Disclosing Party in confidence;
 - ii. use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and
 - iii. restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "Representatives") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.
- b)** The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate:
 - i. is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;
 - ii. at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;
 - iii. is approved for release by written authorization of Disclosing Party; or
 - iv. is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.
- c)** Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

2. Designation.

- a)** Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:
 - i. written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or
 - ii. oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.
- 3. Cooperation.** Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.
- 4. Ownership of Information.** All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby.

Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it,

that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

5. No Obligation. Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.
6. Return or Destruction of Information.
 - a) All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:
 - i. termination of this Agreement;
 - ii. expiration of this Agreement; or
 - iii. Receiving Party's determination that it no longer has a need for such Information.
 - b) Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.
7. Injunctive Relief: Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement
8. Notice.
 - a) Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:
 - i. by personal delivery, when delivered personally;
 - ii. by overnight courier, upon written verification of receipt; or
 - iii. by certified or registered mail with return receipt requested, upon verification of receipt.
 - b) Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

RailTel Corporation of India limited:
Attn:
Address:
Phone:
Email.:

Attn:
Address:
Phone:
Email
9. Term, Termination and Survivability.
 - a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of years from the effective

- date hereof.
- b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.
 - c) Notwithstanding the foregoing clause 9(a) and 9 (b), Receiving Party agrees that its obligations, shall:
 - i. In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
 - ii. not apply to any materials or information disclosed to it thereafter.
10. Governing Law and Jurisdiction. This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.
11. Counterparts. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement
12. No Definitive Transaction. The Parties hereto understand and agree that no contract or agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "Final Agreement"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.
13. Settlement of Disputes:
- a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or
 - b) consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.
 - c) In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.
14. The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the part
15. CONFIDENTIALITY OF NEGOTIATIONS
- Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to

any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

16. REPRESENTATION

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

17. ASSIGNMENT

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

18. EMPLOYEES AND OTHERS

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

19. NO LICENSE

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

20. RELATIONSHIP BETWEEN PARTIES:

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

21. UNPULISHED PRICE SENSITIVE INFORMATION (UPSI) agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and

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

22. MISCELLANEOUS.

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

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

<div>By:</div> <div>Name:</div> <div>Title:</div>	<div>RailTel Corporation of India Limited</div> <div>By:</div> <div>Name:</div> <div>Title:</div>
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Witnesses:

Technical Compliance

Eol Ref. No.: _____ Date: XX-XX-XXXX

End Customer Bid No. (IREPS Portal): 01245169 dated 07-06-2024

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

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

Signature of Authorised Signatory

Name:

Designation:

Pre-Bid Agreement

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

This Pre-Bid Agreement (the "Agreement") is made at New Delhi on this _____ Day of _____ (month) 2022.

BETWEEN

M/s. RailTel Corporation Of India Limited, (CIN: L64202DL2000GOI107905) a company registered under the Companies Act 1956, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi India – 110 023 and Northern Regional office at 6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi - 110053 (hereinafter referred to as "RailTel" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the FIRST PART.

AND

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

RailTel and _____ shall be hereinafter individually referred to as "Party" and collectively as "Parties."

WHEREAS,

- A. RailTel is a "Mini Ratna (Category-I)" CPSU of Ministry of Railways, having exclusive right of way along Indian Railways and has created an OFC backbone and associated transport and network infrastructure to provide carrier class telecom services. RailTel has Unified License issued by DoT to provide a range of telecom services. RailTel also has two tier III certified data Centre's at Secunderabad and Gurugram. RailTel has created a slew of digital services like cloud, hosting, hosted Video Conferencing service, Aadhar Services, Content delivery platform, Wi-Fi as a service etc. RailTel has strong capabilities in managing telecom infrastructure, MPLS network infrastructure, data centre services like IaaS (Infrastructure as a Service) and PaaS (Platform as a Service).
- B. (DETAILS OF SECOND PART)
- C. RailTel had floated an EOI No: _____ dated _____ pursuant to the RFP floated by End Customer for "_____" for End Customer Organization for agreed Scope of Work" (hereinafter referred as "The said work/project/tender"), and subsequently, based on the offer submitted by M/s _____ towards the RailTel's EOI, M/s _____ has been selected by RailTel as Business Associate for the said Project.
- D. RailTel is in the process of participating in the tender issued by end customer, complete details of which have deliberately not been shared with XXXX and XXXX has waived its right to get the RFP document of end customer owing to confidentiality concern raised by the end customer. However, a limited scope of work on 'need to know Basis' and as detailed in clause 1.7 below, which will be carried out by XXXX has been shared with XXXX and based on the representation

of “XXXX” that “XXXX” has read the said limited Scope of Work and has understood the contents thereof and that “XXXX” has sufficient experience to execute the said limited and defined scope of work, the Parties have mutually decided to form a “ Business association” wherein RailTel shall act as the “Bidder” and “XXXX” shall act as the “business associate” in terms of the said Tender and in accordance to the terms agreed hereunder;

- E. RailTel shall submit Rupees YYYY as BG against pre integrity pact at the time of submission of bid as an Integrity Pact bank guarantee to end customer and accordingly “XXXX” shall submit Rupees ZZZZ as BG of pre integrity pact on back-to-back basis to RailTel before final submission of the said bid to end customer. (This is applicable on cases to case basis as per CoR requirement. May please read in conjunction of the current RFP.)
- F. Party hereby acknowledges that RailTel has received Rs. _____ (Rs. In words) from M/s _____ as per the Terms and conditions of EOI no. _____ dated _____.
- G. The Parties are thus entering into this Agreement to record the terms and conditions of their understanding and the matters connected therewith.

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

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

1. SCOPE OF CO-OPERATION

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

2. Technical Terms – As per CoR document

3. TERM AND TERMINATION

- 3.1 This Agreement shall come into force as of the date of signing and shall continue to be in full force and effect till the complete discharge of all obligations, concerning the carrying out of the said Project, except terminated earlier by the Parties in terms of this Agreement or in terms of the said project, whichever is applicable.

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

- a) End customer announces or notifies the cancellation of the said Project and / or withdrawing the said RFP.
- b) The receipt of an official communication that End customer chooses not to proceed with RailTel for the said Project or RailTel is not short listed by End customer.
- c) Material breach of any of the terms and conditions of this Agreement by either of the Parties and the same is not rectified by the defaulting Party beyond 15 (fifteen) days (or a reasonable time period as mentioned under the notice issued by the other Party) from the date of receipt of notice from the other Party to cure the said breach.

3.3 Parties agree and understand that as of the execution of this Agreement they are contractually bound and obligated to perform the services, obligations and the scope of work entrusted, should RailTel be declared as the successful bidder of the said Project. Any Party shall not withdraw its participation subsequent to execution of this Agreement, at any point in time except in case of material breach of any of the terms of the Agreement.

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

4. Liability:

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

5. EXCLUSIVITY

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

6. PAYMENT TERMS

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

7. TAXES

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

8. INDEMNIFICATION

8.1 Parties agree to and undertake to indemnify and hold each other, its officers, directors, agents and employees harmless, from and against any and all claims, demands, causes of

action, losses, damages, costs and expenses (including attorney's reasonable fees, costs of investigation and defense) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of the indemnifying party's employees, agents or contractors) based upon:

- i. any breach or contravention of any of the terms, conditions, covenants of this Agreement by the Party;
 - ii. Unethical business practices;
 - iii. any acts or omission of the Party and/ or any of its employees, agents or contractors, and the liability for damages to property arising from or out of party operations in connection with the performance of this agreement;
 - iv. any claim for taxes that might arise or be imposed due to this performance of Services hereunder;
 - v. any representation or warranty or information furnished by the Party being found to be false;
 - vi. Parties' failure to pay all applicable compensation to its respective personnel;
 - vii. death or personal injury to any person;
 - viii. destruction or damage to any property by acts or omissions of either Party, its representatives or personnel;
 - ix. any violation/non-compliance by the Party with any applicable laws' governmental regulations or orders;
 - x. any third-party liability;
 - xi. improper handling or misuse of the Confidential Information of the Party(ies) by the Party
- 8.2 _____ shall be liable to all risks and consequences (including the risk of payments) suffered in the performance of services under the Project and undertakes to indemnify RailTel from and against any non-payments (of RailTel's share payable to RailTel), recoveries and claim from End Customer or any other cost or losses incurred due to default/nonperformance on part of XXXX.

9. COMPLIANCES TO STATUTORY OBLIGATIONS

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

10. LEGAL STATUS

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

11. REPRESENTATIONS AND COVENANTS

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

11.1.1 That it has full capacity, power and authority and has obtained all requisite consents and approvals to, enter into and to observe and perform this Agreement and to consummate the transactions contemplated hereunder. Each of the Persons / personnel executing this Agreement on behalf of the each of the Parties have full capacity and authority to sign and execute this Agreement on behalf of the respective Parties;

11.1.2 The execution, delivery and consummation of, and the performance by it, of this Agreement shall not conflict with, violate, result in or constitute a breach of or a default under, (a) any contract by which it or any of its assets or properties, are bound or affected, and/or (b) its constitutional documents;

11.1.3 This Agreement constitutes its legal, valid and binding obligations, enforceable against it, in accordance with their terms under Applicable Statutory Law(s);

11.1.4 It has the right, authority and title to execute this Agreement;

12. SUBCONTRACTING BETWEEN PARTIES

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

13. GOVERNING LAW AND JURISDICTION

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

14. GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION

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

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

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

15. FORCE MAJEURE

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

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

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

The occurrence of a Force Majeure Event shall however, not relieve a Party of any obligation to pay any sum due under this Agreement prior to the occurrence of the Force Majeure Event. If the Force Majeure lasts for more than 6 (six) months, the Parties may mutually decide in writing on the future course of action with respect to this Agreement.

16. INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

16.5 The Parties undertake and confirm that the Technology / Knowhow / Design owned by each of them and intended to be put into use for execution of various Projects pursuant

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

17. CONFIDENTIALITY

- 17.1 During the term of this agreement, either party may receive or have access to technical information, as well as information about product plans and strategies, promotions, customers and related non-technical business information which the disclosing party considers to be confidential ("Confidential Information as per RFP tender document"). In the event Confidential Information is to be disclosed, the Confidential Information must be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, and be designated as confidential in writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure.
- 17.2 Confidential Information may be used by the receiving party only with respect to the performance of its obligations under this Agreement, and only by those employees of the receiving party and its subcontractors who have a need to know such information for purposes related to this Agreement, provided that such subcontractors have signed separate agreements containing substantially similar confidentiality provisions. The receiving party must protect the Confidential Information of the disclosing party by using the same degree of care to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving party uses to protect its own confidential information of like nature.
- 17.3 The obligations are not applicable to any information which is:
- 17.3.1 Already known by the receiving party prior to disclosure;
 - 17.3.2 Publicly available through no fault of the receiving party;
 - 17.3.3 Rightfully received from a third party without being responsible for its confidentiality;
 - 17.3.4 Disclosed by the disclosing party to a third party without being responsible for its Confidentiality on such third party;
 - 17.3.5 Independently developed by the receiving party prior to or independent of the disclosure;
 - 17.3.6 Disclosed under operation of law;
 - 17.3.7 Disclosed by the receiving party with the disclosing party's prior written approval.
- 17.4 _____ agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. _____ shall always and at all times comply with

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

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

18. NOTICES

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

To RailTel Corporation of India Limited

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

Address: 6th Floor, 3rd Block, Delhi IT Park, New Delhi - 110053 Tel No.: +91-11-22185933/22185934, Email: ednr@railtelindia.com

To _____

To: _____

Kind Attn: _____ Address: _____

Mob. No.: _____ Email: _____

19. AMENDMENT

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

20. PRIOR UNDERSTANDING

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

21. GENERAL

- 21.1 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Parties here to and their respective legal successors.
- 21.2 Counterparts: This Agreement may be executed simultaneously in 2 (two) counterparts, each of which shall be deemed to be original and all of which together shall constitute the same Agreement.
- 21.3 Non-Partnership:
 - 21.3.1 This Agreement shall be on a principal-to-principal basis and shall not create any principal-agent relationship between the Parties.
 - 21.3.2 Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or otherwise entitle either Party to have an authority to bind the other Party for any purpose.
- 21.4 Severability: In the event any provision of this agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be considered separately, and such determination shall not invalidate the other provisions of this agreement and annexure/s which will be in full force and effect.
- 21.5 Waiver: A failure by any Party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time.
- 21.6 Time is of essence: Time is the essence of this agreement and the Parties herein agree and acknowledge to abide by the same.

22. Miscellaneous

- 22.1 No Party to this agreement will have any rights or obligations arising from or in relation to this agreement in excess of those rights and obligations expressly declared herein.
- 22.2 No Party to this agreement is entitled to sell, assign or otherwise transfer any of its rights and/or obligations arising from or in relation to this agreement to any third party, without the prior written consent of the other Party of this agreement.
- 22.3 Each Party shall be solely responsible for its own actions or failures to act and for its own commitments and undertakings. Neither Party shall present itself as the representative or agent of the other Party, nor shall it have the power or the authority to commit the other Party, unless it receives the other Party's prior written consent.
- 22.4 No release shall be made by any Party to the news media or the general public relating to this agreement and/or the subject matter thereof without prior written approval of the other Party.
- 22.5 During the term of this agreement, each party shall refrain from taking any action or attempt to take any action with the intent of impairing or causing prejudice to the business relationship, whether existing or prospective that subsists between the other party and its customers and business partners. Each party shall also desist from inducing or influencing or attempting to induce or influence any customer or business partner, whether existing or prospective of the other party, resulting into prejudice or detriment to business prospects of the other party.

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

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

For RailTel Corporation Of India Limited
Authorised Signatory
Name:
Designation:
In Presence of witness:

Signature:
Name:
Address:

For _____
Authorised Signatory
Name:
Designation:

Signature:
Name:
Address:

EMD BANK GUARANTEE FORMAT

EOI Ref No: _____

Date: XX-XX-XXXX

BID SECURITY (BANK GUARANTEE)

WHEREAS, [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated [date] Selection of Implementation Partner from RailTel Empaneled Business Associate for exclusive PRE-BID TEAMING ARRANGEMENT for the work of SELECTION OF SYSTEM INTEGRATOR For " _____ " (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We [name of bank] of [name of country] having our registered office at _____ (Hereinafter called "the Bank") are bound unto RailTel Corporation of India Limited., 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053 [name of Employer] (hereinafter called "the Employer") in the sum of Rs. _____ (Rupees in words only) for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20XX. THE CONDITIONS of this obligation are:

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

OR

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

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

or

b. fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

or

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

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

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

Date: _____

Signature of the bank: _____

Seal of Bank: _____

[Signature, name, and address]

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

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

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

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

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

I/we (insert name of the BA) ** and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.

8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT
SEAL AND SIGNATURE OF THE BA
VERIFICATION

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

DEPONENT
SEAL AND SIGNATURE OF THE BA

Place:
Dated:

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

Integrity Pact Program

Bringing the practices in RailTel Corporation of India Limited up to the internationally acclaimed best practices for raising integrity levels in procurement of works and services, RailTel is implementing the Integrity Pact Program in line with the recommendation of Central Vigilance Commission (CVC).

The Integrity Pact Program envisages an 'Integrity Pact', an agreement between the prospective Bidders & Contractors and RailTel, committing the persons/officials of both parties, not to exercise any influence on any aspect of the contract.

Coverage:

The Integrity Pact Program will cover the following tenders/procurements:

All tenders relating to procurement of OFC, quad cable, pre-fab shelters, electronic equipment and its installations and/or commissioning etc. and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs. 15 crores at a time including for repair and maintenance of cable /network and any other items required for special works assigned to RailTel

Implementation:

The accompanying 'Integrity Pact' will be issued along with the bidding documents and will also be uploaded on the website.

Bidder of Indian origin shall submit the Integrity Pact (in 2 copies) on a non-judicial stamp paper of Rs. 100/- duly signed by the person signing the bid. Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.

If the bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.

The 'Integrity Pact' shall be returned by the Bidder duly signed along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'.

On behalf of RailTel, the Integrity pact will be signed by the concerned representative of the Projects department in the Bid Opening Committee immediately on receipt of Integrity Pact signed by the Bidder at the time of Bid opening. One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the bidders during bid opening. If the Bidders representative is not present during the Bid opening, the 2nd copy shall be sent to the bidder by post/courier.

Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.

The bidder shall not change the contents of the Integrity pact.

All the pages of the Integrity Pact are to be signed by both RailTel and the Bidder.

Independent External Monitors (IEMs):

1. CMD of RailTel is the authority to appoint Independent External Monitor(s) to oversee Integrity Pact Program's implementation and effectiveness with respect to the tenders/procurements to which Integrity Pact Program applies. For this purpose, CVC would nominate IEMs for RailTel from the panel of IEMs maintained by it. The Terms and Conditions of their appointment would be decided by CMD, RailTel in line with CVC guidelines in the matter.
2. In all tenders covered under the Integrity Pact, particulars of all IEMs, including their email IDs should be mentioned.
3. A copy of such Tender Document shall be forwarded to both IEM's promptly after publishing of the same, Information regarding the contracts awarded against the said Tender shall be provided to the concerned IEM at regular intervals as decided in consultation with CVO. Additional details/documents, if any, shall be furnished to the concerned IEM/IEMs, as and when sought by them.
4. IEM/IEMs shall provide their opinion on the complaints received by them to CMD RailTel at the earliest. They may however send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action.

NAME	CONTACT
Shri. Vinit Kumar Jayaswal	Address: E-34, Brahma Apartments, Plot-7, Sector-7, Dwarka, New Delhi-110075 E-Mail ID: gkvinit@gmail.com Mobile Number: (+91)-9871893484
Shri. Punati Sridhar	Address: 8C, Block 4, 14-C Cross, MCHS Colony, HSR 6th Sector, Bangaluru-560102 E-Mail ID: poonatis@gmail.com Mobile Number: (+91)-9448105097

Date – 25.09.2022

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.
 - 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.

* * * * *

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 alongwith 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 alongwith 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 defense.
- 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 request 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.

* * * * *

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

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

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process & 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.

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 its provision.
8. Issues like warranty/guarantee etc. should be outside the purview of IEMs.

(For & on behalf of the principal)

Name: _____

Designation: _____

Signature: _____

(Office Seal)

Place: _____

(For & on behalf of bidder/contractor)

Name: _____

Designation: _____

Signature: _____

(Office Seal)

Place: _____

Date: _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Date: _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

* * * * *

**PROCUREMENT/CRIS
TENDER DOCUMENT**

Tender No: 01245169

Closing Date/Time: 23/07/2024 15:30

GM Procurement acting for and on behalf of The President of India invites E-Tenders against Tender No **01245169** Closing Date/Time 23/07/2024 15:30 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

1. NIT HEADER

Bidding type	Two Stage Reverse Auction	Template	Normal
Contract type	Goods	Contract Category	Expenditure
Tender No	01245169	Tender Type	Open - Indigenous
Evaluation Criteria	Total Value Wise	Bidding System	Two Packet
Pre-Bid Conference Required	Yes	Pre-Bid Conference Date Time	19/06/2024 15:00
Tendering Section	P 1		
Inspection Agency	CONSIGNEE	Publishing Date / Time	07/06/2024 16:44
Bidding to be Done on	IREPS		
Procure From Approved Sources	No	Approving Agency	Not Applicable
Closing Date Time	23/07/2024 15:30		
Validity of Offer (Days)	180	Ranking Order for Bids	Lowest to Highest
Tender Doc. Cost (INR)	0.00	Earnest Money (INR)	1050000.00
Initial Financial Offer Required	Yes	Auto Elimination rules applicable	For all vendors (Bulk/developmental)
Initial Cooling Off Period (HH:MM)	24:00	Subsequent Cooling Off Period (HH:MM)	00:30
Succesive Lots Closing Interval (Min.)	30	Minimum Decrement (%)	0.10
Vendor Categories	Bulk/Developmental	Item Category	General
Allow Next Bid Lower Than	Current Lowest Bid (Subject to Min. Decrement)		
Tender Title	Breach and Attack Simulation (BAS) solution subscription for three years for CRIS.		

2. ITEM DETAILS

S.No.	PL Code (Group)	Item Type GST(Y/N)	Stock / NonStock	Ordering	Consider For Eval	Approving Agency	Inspection Agency	Currency Allowed	Estimated Rate
1	001	Goods (Y)	Non Stock	---	Yes		CONSIGNEE	INR	
Description :Breach and Attack Simulation (BAS) solution subscription for three years for CRIS.									
Consignee		GM/I&S, CRIS			Delhi		1.00 Numbers		

3. T AND C

F.O.R

Description
Destination

Delivery Period

Description	Delivery /Completion	Rate of Supply
-------------	----------------------	----------------

**PROCUREMENT/CRIS
TENDER DOCUMENT**

Tender No: 01245169

Closing Date/Time: 23/07/2024 15:30

For all items	Completion : Within 56 Days	---
---------------	------------------------------------	-----

Payment Terms

S.No	Description
Payment Terms	
1	As per clause no 24 of the tender document Part-II

Standard Governing Conditions

S.No	Description
1	All other conditions as per CRIS eGCC (including modifications if any) and tender document Part-II.

4. ELIGIBILITY CONDITIONS

Important :	All documents uploaded and remarks / confirmation entered by the bidders against any eligibility condition shall be opened as part of technical bid only
--------------------	--

Special Eligibility Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	As per tender document Part-II.	Yes	Yes	Not Allowed

5. COMPLIANCE CONDITIONS

Important :	All documents uploaded and remarks / confirmation entered by the bidders against any compliance condition shall be opened as part of technical bid only.
--------------------	--

Commercial-Compliance

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.	No	Yes	Allowed (Optional)

Other Conditions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	It is as per clause no 4 and 5 of the tender document Part-II	No	No	Not Allowed
2	As per of the tender document Part-II.	No	No	Not Allowed

6. DOCUMENTS ATTACHED WITH TENDER

S.No.	Document Name	Document Description
1	4960673.pdf	Tender document Part-II_ver2 (to be Published)

The tenderers in their bid shall indicate the details of their GST Jurisdictional Assessing Officers (Designation, Address & email id). In case of a contract award, a copy of Purchase Order shall be immediately forwarded by Purchaser to the GST Jurisdictional assessing officer mentioned in Tenderer's bid

This tender complies with Public Procurement Policy (Make in India) Order 2017, dated 15/06/2017, issued by Department of Industrial Promotion and Policy, Ministry of Commerce, circulated vide Railway Board letter no. 2015/RS(G)/779/5 dated 03/08/2017 and 27/12/2017 and amendments/ revisions thereof.

**PROCUREMENT/CRIS
TENDER DOCUMENT**

Tender No: 01245169

Closing Date/Time: 23/07/2024 15:30

As a Tender Inviting Authority, the undersigned has ensured that the issue of this tender does not violate provisions of GFR regarding procurement through GeM.

Digitally Signed By

AMP-III (ANIL RAWAT)

Indian Railways



CENTRE FOR RAILWAY INFORMATION SYSTEMS

SPECIAL CONDITIONS OF CONTRACT (PART-II)

FOR

BREACH AND ATTACK SIMULATION SOLUTION

New Delhi

MAY 2024

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1. Introduction

1.1. About Indian Railway

Indian Railways (IR) is amongst the largest Railway systems in the world, addressing a significant part of the country's transportation needs, both in the passenger and freight segment.

Dependence of IR Operations, Maintenance, as well as Production and Procurement of Assets, are now increasingly and critically dependent on Digital Information and Communication technologies (ICT). CRIS is the IT arm of the Indian railways, It develops, deploys and manages various IT applications for Internal Business/ Process/ Operation as well as for the public. ICT is being used in every domain of Indian Railways to improve efficiency and its effectiveness. Dependence of IR Operations, revenue, day to day working etc on ICT also brings its own challenges with respect to Cyber Risk.

Information Security and Infrastructure Security is paramount to ensure continuity of IR Services So this project is envisaged with the same objective which will enable developers, System Admin etc to ensure Security of their Application and ICT Infra.

2. Objective & Current Challenges

The Objective of this RFP is as follows:

- 2.1. To find a suitable bidder to provide Solutions of Breach and attack Simulator (BAS) tool/solution to improve the existing Information Security Posture of CRIS/IR.
- 2.2. The Proposed BAS Solution shall provide a centralized dashboard of Information Security Posture of projects/applications hosted in CRIS/IR by validating security controls placed in CRIS/IR Data centre.

The Proposed solution should cater the following challenges/Problems:

- a) There are multiple security solutions implemented in the CRIS Data centre i.e. WAF, SIEM, etc. The proposed solution should validate the existing security controls.
- b) The proposed BAS solution shall be used to validate the configuration and implementation security gaps, if any, for all the current security solutions and identify & report threat & risk identified.
- c) Validation of existing security controls implemented and configured in CRIS/IR Network.

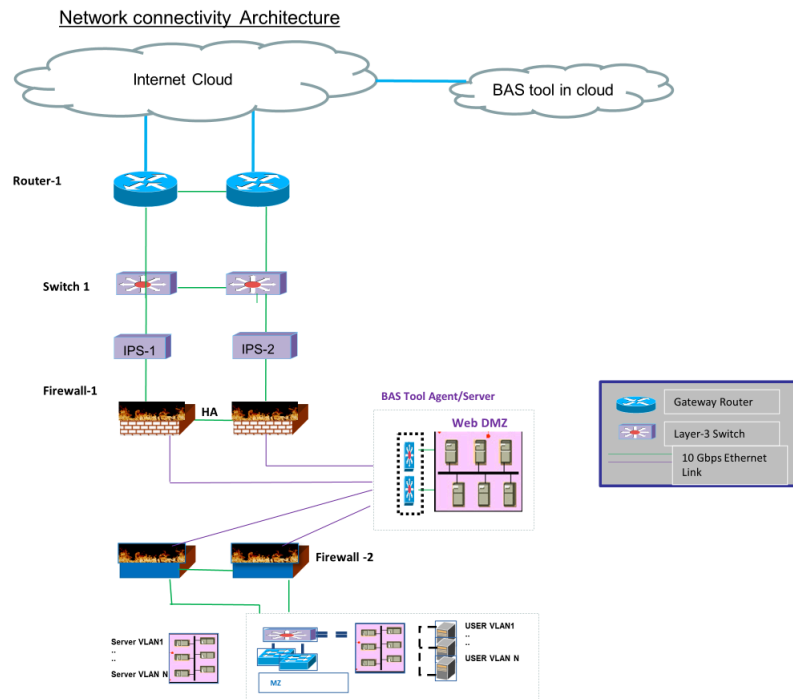
Presented Solution should not only solve above challenges but also ensure compliance as per functional and technical specification mentioned in this RFP.

3. Proposed Framework & Integrated Security Architecture

3.1. Information Security Solutions Under scope of this RFP of BAS solution

The Bidder has to supply,install and configure Breach Attack and Simulation Solution along with Phishing Solution on MeITY empanelled public cloud for CRIS for 03 years.

3.2. Logical Architecture



4. Scope of Work for Breach Attack & Simulation solution under this RFP

The proposed solution will be hosted on MeITY empanelled Public Cloud and the agent/server of the proposed solution will be installed & configured in the Data Centre of CRIS /IR Network, Zone, ProductionUnits of Indian Railways as per requirement of CRIS/IR.

- I. The Bidder shall provide cloud software/platform as a service BAS solution as per functional (annexure -II) and technical (annexure-III) requirements provided in this document.
- II. The Bidder/OEM will Install, configure or offer BAS Solutions agents on Physical or Virtual environment to achieve the intended objective of this RFP, as decided by the CRIS/IR.
- III. The OEM should provide hands-on sessions training/demo to CRIS immediately after installation and configuration of BAS solution before on boarding.
- IV. The Bidder/OEM will ensure the availability of patches, new releases, upgrades, fixes and integration of Offered Solutions under the scope of this RFP.
- V. CRIS will provide a Virtual Machine having the RHEL server for installation and configuration of agent for this solution, if any other software is required to implement and configure the proposed solution, the bidder will provide the same without any extra cost to CRIS/IR.

4.1. Breach and Attack Simulator solution (BAS)

- I. The Solution should provide automated security control validation and testing as per the specifications provided in functional (Annexure-II) and technical (Annexure-III) requirements.
- II. The proposed solution should be able to provide the feature to test the security solutions and controls against TTP tactics, techniques, and procedures defined in mitre framework as well policy guidelines issued by CERT-In, NCIIPC.
- III. The installation and configuration of the proposed solution agent should be done on the latest distribution of Red Hat Enterprise Linux i.e version 8 or later. Any other platform/software or version dependency should be ensured by the bidder.
- IV. The solution should have a browser based centralized administration and a unified suite should be provided for controlling, managing and administrating the proposed Breach and attack solutions.
- V. All the patches, signatures, updates or upgrades of proposed solutions have to be provided, installed and configured by the bidder/OEM till the period of the contract.
- VI. The proposed solution should have a real-time threat analysis dashboard and users can customize the dashboards according to severity, priority, criticality, category etc.
- VII. The solution should have a comprehensive dashboard providing the details of security validation/test status at each level of enterprise hierarchy.
- VIII. The solutions will be procured by CRIS and shall be used to assess/validate any application/ device/ Network under purview of CRIS/IR.
- IX. Any third-party product required to achieve the functionality should be provided with the necessary enterprise version license of software, database and other relevant software etc. with the solution without any additional cost.

4.2. Detailed Scope of Work

- 4.2.1. The Bidder/OEM shall ensure the successful installation, implementation and configuration of Breach and simulation attack solution for CRIS/IR and agent/server will be installed in the Data Centre of CRIS /IR Network, Zone, PUs of Indian railways. The Bidder/OEM shall implement the functional requirements and technical specification, as given in Annexure-II and III respectively.
- 4.2.2. The VM and OS RHEL required for installation and configuration of BAS Agent/Server in CRIS DC will be provided by CRIS/IR.
- 4.2.3. If any additional software is required to be deployed, installed and commissioned in the proposed solution, Bidder shall arrange the same at no additional cost.
- 4.2.4. The Bidder/OEM has to design the proposed solution as per the architecture and requirement followed currently and as per industry practices.
- 4.2.5. The Bidder/OEM has to install and configure all necessary components to run the proposed solution as per technical & functional requirements laid down in this RFP.
- 4.2.6. The Bidder/OEM will be responsible for training and transfer of knowledge to CRIS with respect to Implementation, configuration and operations of Breach and attack Solutions.
- 4.2.7. The Bidder/OEM shall plan to provide periodic awareness/refresher sessions to CRIS. These sessions shall provide awareness about recent updates/upgrades, new features

etc. provided on BAS Platform. The Session shall be virtual/physical and periodicity shall not exceed half Yearly (at least one session in every six months).The Awareness/ refresher sessions shall be provided by the OEM or its authorised partner at no extra cost and OEM will provide the training material in soft/hard copy.

- 4.2.8. The Bidder/OEM should ensure all the data & virtual machine should reside within the geographic boundary of India.
- 4.2.9. The Bidder/OEM should provide the console/platform (web-based interface) of solution to login and access services and able to create role-based user to access the Breach and Attack Simulation (BAS) tool as per requirement of CRIS, account and audit logs of each user access should available for at least 6 months.
- 4.2.10. The Bidder/OEM should provide multi-factor authentication(MFA) for accessing the cloud infrastructure for BAS solution services without any additional cost.
- 4.2.11. As and when required or asked, Bidder/OEM will provide relevant logs to Government Organisation such as NCIIPC, CERT-In, etc with prior approval from CRIS without any cost.
- 4.2.12. Whatever Data is stored on Cloud, Bidder/OEM will ensure that all Data is permanently deleted as and when requested by CRIS.
- 4.2.13. In case of any Security Incident On Infrastructure under control of Bidder/CSP/OEM the notification should be given to CERT-In as per CERT-In Guidelines as well also given to CRIS.
- 4.2.14. The solution provider should provide a detailed Plan of action (POA) for implementing and configuring the solution. It should include the approach, risk, and benefits. Post approval of POA by CRIS, the solution provider should work with CRIS internal IT team to complete the integration with other security tools.
- 4.2.15. The bidder shall supply Software as per Schedule of Requirements (given in Annexure-X) and in accordance with minimum technical specifications as provided in Annexure-III and functional requirement (Annexure-II). Higher version /additional specifications shall be accepted without any additional cost. However, deviation from minimum specifications if any, shall be clearly indicated along with the explanation in the technical deviation section on IREPS.
- 4.2.16. Bidder/OEM shall also ensure that proposed solution gets implemented as per CRIS IS Policy and as and when changes/updates in CRIS IS Policy are done and informed by CRIS.The bidder/OEM shall ensure that the applicable/relevant changes are also implemented in the offered solution. Relevant Policy and Hardening guidelines shall be shared at the time of Implementation.
- 4.2.17. Activities under scope of Work of this RFP shall be completed by OEM. Some of major activities are:
- Designing of Solution Architecture.
 - Preparation of HLD / LLD of proposed solution.
 - Defining Implementation Strategies.
 - Installation and Configuration of Proposed Solution.
 - Integration with Third party application/system Software/appliance etc if required.

- Implementation of Functional requirement as defined in Annexure-II.
 - Verification of Integration of Solutions offered as part of this RFP with all identified Servers, End Points, Network devices etc to achieve the intended objective of this Project.
 - Performance Tuning and security Hardening of all components as per CRIS Info-Sec Policy.
- 4.2.18. The Bidder/OEM should Supply, Installation, Configuration, performance Tuning & Integration, Performance Testing, Acceptance Testing, Commissioning and Training of the supplied Breach and attack simulation solution.
- 4.2.19. The proposed solution for this Project must include all the components necessary to meet the entire requirements as given in Annexure-II and III.
- 4.2.20. The Bidder should have backend tie-ups with the respective OEMs to provide required technical support for the supplied Software for their installation, configuration, fine-tuning, integration with existing components and commissioning to meet the functional requirements and technical specification defined in Annexure-II and III. OEMs shall also be responsible for successful implementation and system operations.
- 4.2.21. The bidder/OEM should configure and customize the proposed tools to match CRIS infrastructure and workflow, ensuring optimal functionality and compatibility.
- 4.2.22. The Bidder/OEM will Installation, Configuration, deploy the solution to the production environment, ensuring no disruption to ongoing operations.
- 4.2.23. The Bidder/OEM will assign a dedicated project manager to oversee the implementation, coordinate activities, and ensure timely delivery of milestones.
- 4.2.24. The Bidder along with OEMs shall Identify and document implementation Strategies for this solution which should clearly indicate various Modules, dependencies and Priority for implementation.
- 4.2.25. The solution services should be available as per SLA clause no 13. The Solution offered must be complete in all respects. All components required to implement the solution must be included in the BOM.
- 4.2.26. The bidder/OEM shall be responsible for providing all software and services, specified or otherwise, which are required to fulfil the intent of ensuring operability, maintainability and reliability of complete solution covered under the functional requirements (Annexure -II) and technical specifications (Annexure -III) and defined Scope of work within the quoted/contract price.
- 4.2.27. The bidder along with the OEM/s will work out and finalise the Deployment Architecture of the proposed solution in coordination with CRIS/IR and in line with the industry best practices. Integration between various components offered in the overall solution needs to be done as indicated in Annexure-V.
- 4.2.28. The bidder shall arrange OEM/s resources of all Offered products as part of the Solution at CRIS/IR for finalization of the deployment architecture.
- 4.2.29. Bidder will ensure that engineers from OEMs of all supplied products shall attend the pre-implementation meeting/s at CRIS, Chanakyapuri, New Delhi for understanding of existing setup, discussing the technical requirements, deployment architecture and implementation plan and advising on deployment architecture including security

- features available in the supplied products that can be utilized during implementation for improving the reliability, high availability, performance & security of the setup.
- 4.2.30. The Bidder will ensure OEM support having unlimited on call support and onsite support if the issue/fault is not resolved through on call support within the subscription period.
- 4.2.31. The Bidder should further provide the deliverables and sign off for each of the deliverables at various stages of installation and implementation.
- 4.2.32. The Bidder along with OEMs of Offered components will ensure that all the exposed APIs are designed, developed and tested as per OWASP Top 10 guidelines.
- 4.2.33. Implementation and configuration should be done by the Bidder through OEM.
- 4.2.34. OEM Training on proposed solution for 25 personnel for 5 days (Training by OEMs as per Section – 27 of Tender Document Part-II) after implementation and configuration of solution.
- 4.2.35. The solution is provided by the bidder as Platform as a Services(SaaS) in the public cloud. Its availability will be ensured by Bidder/OEM.
- 4.2.36. The Bidder/OEM will provide support/assistance to install and configure the BAS agent at any site of CRIS/IR Network.
- 4.2.37. The Successful bidder shall implement the best cybersecurity practices available for implement /configuration of this solution.
- 4.2.38. The Bidder will install System Software (Firmware, OS, RDBMS, AppServ,) in the ICT Systems, with all service /ports in closed /deny-all mode. CRIS shall check and document this fact, before certifying installations /work. Only required ports /services shall be opened later.
- 4.2.39. The Bidder will ensure that all default users /accounts are in a closed /disabled state after the installation. Consignee /Concerned CRIS Grp shall check & document this, before certifying the installation /work.
- 4.2.40. The Bidder will patch all System Software (Firmware, OS, RDBMS, Application Software etc.) with their latest security patches post installations, and after every re-installation /maintenance activity.
- 4.2.41. Installation and commissioning certificate should be issued by bidder and certified/ verified by OEM for installed software/ firmware/ HW-SW .
- 4.2.42. Bidder/OEM shall ensure uptime and continuity of solution and also ensure automated scheduled backups. CRIS will test this backup half yearly.
- 4.2.43. Irrespective of any other limitations, the Bidder/ OEM have to maintain the Security patches for software supplied in CRIS for a minimum period of three years, from the date of Installation Acceptance. To ensure this, the Bidder/ OEM are advised to supply the latest Firmware and System SW versions, irrespective of their old offers.
- 4.2.44. If the offered product is declared as End of Life(EoL) or End of Support (EoS) by OEMs in contract period the bidder will have to upgrade, modify, or replace the services/ solutions at no additional cost and without causing any performance degradation and/or project delay.

5. Breach and attack solution use case

- 5.1. Security Control Validation, WAF, SIEM, Firewall, Email Gateway etc.
- 5.2. Endpoint Controls validation
- 5.3. Network & Security Controls validation
- 5.4. Web Gateway Controls validation
- 5.5. Web App Firewall Controls validation
- 5.6. Phishing attack simulation and campaigning, user awareness (1500 users)
- 5.7. Lateral movement and C&C identification in IR/CRIS DC Network.
- 5.8. Threat Simulator and security control validation
- 5.9. Full Kill Chain identification
- 5.10. Misconfigured Controls validations, Missing Detection Gaps control and security validation and testing

6. Service Model of Various Component offered

S.No	Major Components	Service Model/Hosting Location	Licensing Model
1	Breach and Attack Simulation (BAS) solution subscription for three years for CRIS.	MeITY empanelled Public Cloud	Module (The modules should cover all functional/technical requirement given in Section 4,5, Annexure II and III) /Agents (minimum 100 Agents installed) /Subscription for three years

- 6.1. License of Solutions shall be in name of CRIS/Indian Railways and CRIS can utilise above Solutions for Indian Railways and its subsidiaries.
- 6.2. CRIS shall only provide RHEL OS and required Hardware (Virtual Machine) for installation of agent solution in CRIS/IR DC. Bidder has to ensure availability of necessary application and System Software to meet functional requirement and Scope of this Project.

7. Other Terms and Condition

- 7.1. The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions, Scope of Work, Detailed Scope of Work or any clause mentioned in this RFP, the bidder may be disqualified. Any additional or different terms and conditions proposed by the

bidder would be rejected unless expressly assented to in writing by the CRIS/IR and accepted by the CRIS/IR in writing.

- 7.2. The Bidder/OEM shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- 7.3. The CRIS/IR will not bear any additional costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- 7.4. There will be an acceptance test by the IR/CRIS after successful completion of project milestones mentioned in the Project Implementation Schedule. In case of discrepancy in solution implemented, the IR/CRIS reserves the right to cancel the entire purchase contract and the bidder should take back their equipment at their costs and risks. The test will be arranged by the bidder at the sites in the presence of the officials of the CRIS/IR.
- 7.5. The successful bidder shall execute a Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per Annexure XV), which contained all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Purchase/work Order.
- 7.6. All the expenses related to execution of the document such as the applicable stamp duty and registration charges shall be borne by the successful bidder.
- 7.7. After completion of the Contract, Successful Bidder shall be required to handover/transfer all logs, Knowledge base and all Other Information as created, captured and processed in this Project to IR/CRIS Team at no extra cost.
- 7.8. The selected service provider/ vendor shall not subcontract or permit anyone other than its personnel/OEM resources to perform any of the work, service or other performance required under this project. Please note that no work/services shall be subcontracted without the prior permission from the CRIS/IR in writing. An undertaking in the company's letterhead signed by authorized signatory to be submitted.
- 7.9. The Bidder should be:
 - 7.9.1. ISO 9001:2015 or later certified
 - 7.9.2. ISO 27001: 2013 or later certified
 - 7.9.3. Copy of certificate to be submitted. Bidder should ensure the certificate should be valid for contract period. If Bidder is not able to produce the renewal of these certificates penalty will be imposed as per SLA clause 13.

8. DR-BCP for BAS Solutions identified in this RFP

- 8.1. The Offered Solution can be used at multiple locations till the utilisation of offered Solution is within the limit of Procured licenses.
- 8.2. Bidder shall provide support and help to implement and configure the same solutions agent at DR-DC Secunderabad and same shall be utilised to validate the security control deployed at DR Site.
- 8.3. As the solution is provided by bidder as Software as a Services(SaaS) in public cloud, DR-BCP and availability of this solution will be ensured by Bidder/OEM.

9. Terms and Condition for SaaS on Public Cloud

- 9.1. The SaaS provider must offer robust access control mechanisms, including role-based access control (RBAC) and multi-factor authentication (MFA) to protect user accounts.
- 9.2. The Bidder shall Propose, define and implement data backup and disaster recovery procedures to ensure data availability and business continuity.
- 9.3. The SaaS provider must exhibit the industry certifications (Ex ISO-27001, PCI-DSS, SOC2 etc) and compliance standards they've secured, specifically those pertinent to their field.
- 9.4. Project data should only be stored within the borders of India.
- 9.5. CRIS/IR shall own the data stored in the SaaS application and Bidder shall ensure that data can be migrated to One MeITY CSP to Another or from CSP to CRIS Private Cloud or from One OEM to Another OEM as and when required.
- 9.6. Availability of detailed audit logs and monitoring capabilities, to track user activity and potential security incidents
- 9.7. The Bidder along with OEM and CRIS shall define incident response procedures, RCA and Escalation Matrix. Escalation Matrix of SaaS Provider shall also be provided. Escalation matrix (upto CEO level) for seeking the required support is to be provided by the successful bidder. The matrix shall contain relevant contract details as name, designation, contact number, email id and address for correspondence etc
- 9.8. The Bidder shall ensure that the Proposed Solution should enable CRIS/IR to shift from One CSP to Another or from CSP to CRIS Cloud as and when required without having any impact on functionality and features of the product.

10. Terms and Conditions for termination of contract

The terms and condition for termination of contract shall be as per CRIS EGCC (Including Modification), As per cris EGCC clause no. 28.

11. Comprehensive Subscription Services of Security Solution offered for this Project

11.1. Subscription of All Software Supplied in Proposed Solution

- I. The bidder shall provide 03 years Subscription for supplied solution Software. The Subscription services shall be valid for a period of 03 years from the Date of System Commissioning or 41 months from the date of delivery (Only in case the delay in system commissioning is on the part of the consignee) whichever is earlier.
- II. The Support/Maintenance coverage will be on 24x7x365 basis as per uptime requirements defined in section 13.

- III. Bidder shall nominate an Account manager for coordination with CRIS throughout the maintenance period.
- IV. The bidder should support 24x7x365 on-call response to resolve the reported incident by CRIS as per the SLA mentioned in Section 13. After an incident reported by CRIS. The bidder shall raise service requests to OEM for any problem/incident reported and should follow the same till closure. The access to the Web login of the OEM support should also be provided to CRIS.
- V. Bidder shall provide an escalation matrix for Incident Management or raising support issues. Resource persons shall provide remote or on-site support in the event of problems/failures based on the criticality of the problem/failures so as to meet the SLAs defined in section 13. The bidder will provide an escalation mechanism with complete details including name, contact number, support Level (L1, L2 and L3) etc. of the allocated resources.
- VI. The bidder shall have tie-ups with the respective OEMs for the entire period of Warranty support & Subscription services as defined in section 12.
- VII. The bidder along with the respective OEMs shall provide and install patches, updates and upgrades for BAS solution as per the recommendations and releases done by the OEM. Software updates/upgrades shall also be done keeping in view advancement in technology, shortcomings of the system, security vulnerabilities or changes required for improving functional efficiency and security level of the system. The bidder shall ensure complete rollback to original status in case of problem and shall take necessary system backups before the activity.
- VIII. In case of a failure or degraded performance, a detailed incident report including root cause analysis should be prepared in consultation with the OEM of the respective product(s) with an objective to avoid similar failures in future. Preliminary report should be submitted within 24 hours followed by a detailed technical report, which has to be submitted to CRIS within one week.

12. Back-to-back Tie-up with OEM

- I. During the Product Subscription support period, the bidder shall have a tie up with the respective OEMs for Backend support for the entire set of Software/Appliance/HW/Service provided by Bidder for successful implementation of the proposed solution.
- II. The bidder shall furnish documentary proof of backend support including software upgrades, availability of software modules required for scalability for a period of 03 years from the respective OEMs of the products offered (As per format given in Annexure VII).
- III. Tie-up with OEM for Subscription of all supplied Software which includes. The Subscription should cover:
 - a) 24x7x365 days escalation support from OEM to be provided through Phone, Email or Site visit depending on the criticality of the Problem. Escalation matrix (upto CEO level) for seeking the required support is to be provided by the successful bidder. The matrix shall contain relevant contract details as name, designation, contact number, email id and address for correspondence etc
 - b) There should be Provision to log complaints/ open support cases directly with OEM for this purpose the required details should be shared with CRIS/IR along with component IDs for all components covered under warranty/maintenance.

- c) OEM should provide upgrades (latest versions) and updates of the supplied software as part of this Subscription.
 - d) Root Cause Analysis of failure and/or incidents along with an Action taken Report to preclude recurrence of similar failures/incidents in future.
 - e) Troubleshooting in case of critical service failures especially for the failures extending beyond the permissible downtime.
- IV. Resolution of performance related issues like degraded performance, slowness related to dashboard, etc .

13. Service Level Agreement and Penalty.

The bidder shall provide the uptime for the proposed solution as detailed in section below:

- 13.1. Bidder is expected to meet an uptime of 98 % of complete solutions to be calculated on a monthly basis.
- 13.2. The planned downtime availed by CRIS will not be considered for calculating uptime.
- 13.3. The penalties shall be calculated on system generated uptime reports submitted/ generated by the BAS Solution/CSP.
- 13.4. The penalties for each of the categories shall be calculated mentioned in below table on a quarterly basis.
- 13.5. Following Scenarios shall be considered as downtime or unavailability of services
- Unplanned Downtime
 - Any Maintenance Windows which is not agreed/Accepted by CRIS

S.No	Description	CRIS/IR Requirement	Penalty
1	Uptime & Availability of Solution	98 % availability of the Solution	<p>I. $\geq 98\%$ - No penalty</p> <p>II. $< 98.0\%$ and $\geq 97\%$ - Rs. 2000/- Per hour for unavailability of services .</p> <p>III. < 97.0 and ≥ 96.0 - Rs. 4000/- Per hour for unavailability of services.</p> <p>IV. $< 96.0\%$ and part -Rs. 8000/- Per hour for unavailability of services-</p>

2	Resolution Time	Maximum Resolution Time – 48 Hours	I. <=48 Hours – No Penalty II. >48 Hours <= 72 hours – Rs. 2000/-Per hour for delayed resolution. III. >72 hours to <= 96 hours – Rs. 4000/- Per hour for delayed resolution. IV. > 96 hours and part thereof 8000/-Per hour for delayed resolution.
3	ISO Certification validity ended	Maximum Time for renewal of ISO certificate – 1 month	I. <=1 months – No Penalty II. >1 month <= 2 months – Rs. 1000/-Per day for invalid of certification. III. >2 months <= 4 months – Rs. 2000/- Per day for invalid. IV. > 4 and part thereof Rs. 4000/- Per day for ISO Certification validity ended.

Any failure/unavailability of BAS Solution Agent due to HW (as being provided by CRIS) shall not be considered while calculating uptime/availability/fault of solutions.

Penalty for Service Failure

- Penalties shall be calculated quarterly on the basis of SLA parameters as identified in Section 13. Penalties shall be deducted from the instalment of the amount due for payment under this contract. In case penalties exceed the invoice amount, the bidder shall have to deposit the due penalty amount within 1 week from the date of issue of demand letter. In case the bidder does not deposit the penalty amount within stipulated time, CRIS reserves the right to recover the due amount as under:
 - From subsequent bills of 2nd/3rd year Subscription cost or any other bill pertaining to this contract
 - From any other pending bills of the bidder in CRIS,
 - From PWBG Bond furnished for this contract or any other contract.
- The overall penalties on account of Service Level Agreements annually shall be capped to 10% of the total contract value including taxes, duties etc. This is in addition to Liquidated Damages (LD).

- In case the total penalty exceeds the maximum limit or the Bidder performance (Average Response Time/Average Resolution Time) is kept on degrading for continuously 3 Quarters, CRIS reserves the right to cancel the contract and forfeit the PWBG bond.

13.1 PERFORMANCE CUM WARRANTY Bank GUARANTEE(PWBG)

- o The successful bidder(s) shall submit to CRIS a Performance cum Warranty Bank Guarantee (PWBG) amounting to 10% of the total value of the Contract within 21 days of receiving the LOA.

14. Qualification Criteria for Bidder

14.1. Bid-Qualification Criteria

- All the criteria given in the below Table are mandatory for qualification.
- The bidder has to ensure that the requisite documents/details towards Qualification Criteria are submitted along with the bid. Compliance of Qualification Criteria parameters and details of associated documents should be filled in the format as per Annexure-IV. Bids not accompanied by all the required documents mentioned are liable to be considered on the basis of the documents/details furnished with the bid. However, CRIS reserves the right to seek clarifications from the bidders wherever considered necessary.
- Bidder should fulfil the following parameters of the qualification criteria. Bids not meeting these parameters of the qualification criteria shall be summarily rejected.
- The bidder shall fulfil the following qualification criteria to be eligible for technical evaluation

Table 6: Qualification Criteria for Bidder

S. No	Parameter	Qualifying criteria	Documents to be provided
1.	Company Existence	The bidder should be a Private/Public Company registered under Companies Act 2013 or a registered cooperative society or Proprietorship/ Partnership firm and should be registered for more than 5 years as on the date of closing of tender. JV/Consortium is not allowed.	Certificate of Incorporation, copy of Articles of Association (in case of registered firm), Bye Laws & certificates of registration (in case of registered cooperative society), Partnership deed (in case of partnership firm) and establishment registration certificate (in case of Proprietorship firm) should be attached.
2.	OEM Undertaking	A) The bidder shall be an original equipment manufacturer (OEM) <u>or</u> an authorized representative of the respective OEMs. Whenever an authorized Agent/Representative submits a bid on behalf of	Authorization letter from the OEM specific to this tender as per Performa given in Annexure 6 of CRIS EGCC (Including modifications). In case OEM bids directly, Self-certification and another document for being

		<p>the OEM, the same agent/representative shall not submit a bid on behalf of another OEM in the same tender for the same item/product.</p> <p>B) Bidder should provide Authorization letter for all the products as per make & model offered in the bid in the SoR.</p>	<p>OEM.</p> <p>The authorization should include details of Tender No., Name and address of the OEM and the bidder authorized and details of the products for which the bidder has been authorized.</p>
3.	Financial Turnover	<p>The bidder should have an average annual turnover in INR/domestic in India of Rs. 30.98 Cr. or above during the 03 financial years 2020-21, 2021-22, and 2022-23.</p>	<p>Audited copies of Balance Sheets/Profit & Loss Accounts/ Annual Reports of last three financial years i.e. 2020-21, 2021-22, and 2022-23 shall be submitted.</p>
4.	Relevant Project/Work Experience	<p>The bidder/ OEM should have successfully completed/ executed work(s) for supply and installation & commissioning of similar nature of work in a Central/State Govt. Department/ Organization/Autonomous body/ PSU/Semi-Govt. Organization/ Local Body/Authority or a Public Listed Company in India having average annual Turnover of Rs.500 Crore & above during 2021-22, 2022-23, 2023-24 and current financial year up to the date of closing of this tender as per following criteria:</p> <ol style="list-style-type: none"> 1. Single order of at least Rs.2.17 crore of Purchase Order (PO) value. 2. The similar nature of work shall mean installation & commissioning of following technologies /Items (Any one or more) in single order as given 	<ol style="list-style-type: none"> i. Copy of Purchase order(s) or Contract Agreement(s) issued by customer and/or bidder ii. Copy of Work Completion / performance certificate issued by the customer. <p>List of works to be given in tabular format giving details of Name of the Organization/ supplier, PO No. & Date, Value of contract, Date of completion of implementation, details of contact person with email/ Mobile no., Remarks if any.</p> <p>Note: In case of inability of the bidder in submitting copy of Purchase order(s) or Contract Agreement(s) of customers due to an NDA (Non-Disclosure Agreement), the bidder is required to submit the copy of work completion and or performance certificate from the customer with the bid.</p> <p>However, the work completion or performance certificate should include the cost of work as being mentioned in the table</p>

		<p>below:</p> <ul style="list-style-type: none"> A. Breach and Attack Simulation solution B. Security testing tools C. Vulnerability Assessment and Penetration testing tool D. SoC Security Products (SIEM, SOAR, EPP, WAF, etc.) <p>Note: In case of work executed at the own managed Data Centre, the bidder has to submit the copy of PO(s)/ contract agreement(s) issued by the bidder.</p> <p>Fulfilling above criteria and PO(s) of their customer using this ICT along with satisfactory performance certificate issued by the customer. These details submitted by the bidder need to be certified by the Company Secretary.</p>	<p>submitted against point 1 above. The bidder shall also furnish an undertaking as per format given in Annexure-XIII (in case of NDA), duly signed by authorised signatory of the bidder.</p>
5.	Declaration regarding banning/Suspension.	The bidder should not be currently Banned/Suspended with any Government of India Agency/ PSU on the date of closing of the Tender.	Self-certification /declaration in respect of banning/Suspend status is to be given by bidder's authorized signatory.

Note:

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

15. Selection Process

This is a two-packet tender. The bid evaluate process shall be as under:

15.1. Evaluation of bids

This is a two-packet tender. Bids shall have two parts i.e. techno-commercial and financial. The bid evaluation process shall be as under:

15.1.1 Techno-Commercial evaluation

1. Step I

- The bids will be first examined for commercial responsiveness i.e. earnest money. Only the commercially responsive bids shall be evaluated as per the Qualification Criteria for Bidder mentioned in section 14.1 of subject part-II document. This evaluation would be done as per documents submitted in Annexure –IV. However, CRIS also reserves the right to seek clarification pertaining to technical evaluation at the stage of assessing compliance to QC. This shall not tantamount to such bids being fulfilling the QC. Any bid which either commercially not responsive or does not meet the qualification criteria shall be summarily rejected.
- Only the bids that are commercially responsive and fulfilling the Qualification Criteria will be eligible for Technical Evaluation.

2. Step II (Technical Evaluation)

The Technical Evaluation of the bids will be done to ascertain whether the bid is Substantially Technically Responsive or not. This shall be done after inspection of the documents submitted as per the checklist in Annexure -VI and formats mentioned in tender. Bidder is required to do a presentation at CRIS on the offered solution which shall inter-alia include proposed system architecture, products offered, compliance to functional requirement, tie-up with OEMs, project implementation plan etc.

- All the technical documents will be examined. CRIS will inspect the technical compliance as per section 15.2 & Annexure-VI of this document. The bidder compliance against any item should not be left blank. If any clarification is required by CRIS, the bidder should comply within 5 working days, failing which the bid shall be liable for rejection.
- For technical evaluation purposes, the bidder will demonstrate the successful implementation of All Use Case/Clause as specified under Functional requirement of Solution. Proposed custom solutions, if any, shall also be explained by the bidder. For demonstration purposes, the bidder may bring / arrange each quoted product at CRIS Chanakyapuri New Delhi or may demonstrate through Public Cloud / own cloud.
- If Bidder failed to demonstrate/present All Use cases as defined under Functional requirement of Solution due to some technical issues or unavailability of resources, CRIS/IR shall only provide one more opportunity to present the same. No Further opportunity shall be provided to bidders.
- In case the bidder fails to demonstrate the features of quoted products to technical evaluation team at CRIS premises or in public cloud / OEMs/Bidder's own cloud within a maximum time period of 5 working days of the intimation on the same, the bid shall be liable for rejection.
- If considered necessary during the technical evaluation process, the bidder may be asked to bring/arrange each quoted product at CRIS Chanakyapuri New Delhi to demonstrate the quoted product for technical evaluation. For technical evaluation the bidder would need to arrange own measuring testing & measuring equipment including technical manpower. In case the vendor

fails to bring and demonstrate the working of quoted products in 15 days, the bid shall be liable for rejection.

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

3. Financial Evaluation of bids

- The Financial bids of the bidders who are considered Substantially Technically Responsive shall be opened at this stage. Financial bid will be opened electronically on a specified date and time duly notified.
- For the purpose of relative ranking of bids, all-inclusive prices for all the Mandatory items specified in the Rate Schedule shall be taken into account.
- Additional features / enhancements of hardware / software components offered by the bidder, over and above the ones asked for in the tender documents, shall not be considered for financial ranking/evaluation of bids.
- Cost of all the optional services/items shall not be considered for deciding the relative financial ranking of bids. However, the bidder must quote the cost for all optional items/services failing which the bid shall be summarily rejected

15.2 Bidder should fulfil the following parameters under Mandatory Terms for Technical Qualification. Bids not meeting these parameters of the Mandatory Terms for Technical Qualification shall be summarily rejected.

Table 7: Mandatory Terms for Technical Qualification Criteria

S. No.	Parameter	Technical Requirements	Documents to be provided
1	Solution document	Proposed solution along with deployment Architecture	The Bidder needs to submit the solution document along with deployment architecture.
2	Schedule of Requirements	Make/Model of the offered products as per format given in Annexure XIV.	The Bidder needs to clearly specify the Make/Model and details as per format given in Annexure XIV, for each Item in Schedule of Requirements.
3.	Technical Compliance	Compliance from OEM for detailed technical specifications of all the Products are given in Annexure-III.	The bidder must submit an item wise compliance for the technical specifications duly vetted by the respective OEMs specific to this tender. The Model and Make/Version of the offered products should be clearly specified in this compliance document.
4.	Functional Requirement Capabilities	Compliance for the functional requirement specified in Annexure II.	The bidder needs to provide the name of the product/s or a combination of products in the offered solution that would be used to implement each of the functional requirement, clearly indicating out of box capabilities used duly vetted by OEM and capabilities that need to be developed/built along with

			effort required in days for same.
5.	Bill of Material (BoM)	Bill of material (BOM) of offered products.	The bidder must furnish the complete Bill of Material (BoM) of all the products on the letter head of the OEM duly vetted by the respective OEM.
6.	Product Support life cycle	<p>The bidder should submit valid letter from all the OEMs confirming the following:</p> <ol style="list-style-type: none"> 1. The bidder shall furnish documentary proof of back to back support for a period of 3 years from the respective OEMs of the offered products. 2. Products quoted should not be publicly known as “End of life or end of sale products” during contract period. The product should not be declared as end of sale or end of support during the contract period. 3. OEM of the offered products shall be responsible for successful Installation, implementation and Commissioning of the product. 	Documentary evidence such as from all OEM/Vendors whose products are being quoted by the Bidder need to be submitted as per format given in Annexure VII.
7.	Availability of Customer Support Office.	The Bidder/OEM should provide the support office details, availability of support of Bidder/OEM in India.	Documents giving complete detail of the customer support office. The details of customer support office should include details such as postal address / telephone no., contact nos., qualification & skill set of the engineer/s in the support office as per format given in Annexure VIII
8.	Quality management System	<ol style="list-style-type: none"> i. Bidder should have a valid ISO 9001:2015 Quality Management Certification on the date of closing of the Tender. ii. Bidder should have a valid ISO 27001:2013 Information Security Management Certifications on the 	Valid Certificate of each type from the certifying organization. The bidder should ensure that certificate should be valid for contract period.

		date of closing of the Tender.	
9.	Product deployment	The key products offered in the subject tender – Breach and Attack Simulation (BAS) software should have at least 3 deployments in the Data Centre in India for each product in the preceding 3 financial years including current year up to date of closing of this tender. i.e., 2020-21, 2021-22, and 2022-23 current financial year up to the date of closing of tender.	OEM of each of the product need to submit undertaking in this regard giving details of the installation (product model/version number, no of licenses etc.), customer details including contact details, date of issue of PO as per format given in Annexure-IX.
10	Bidders Experience in Integration of Offered/Similar Solution	<p>Bidder/OEM Experience in Integration of Offered/Similar Solutions</p> <ul style="list-style-type: none"> • Breach and Attack Simulation solution • Security testing tools • Security assessment and validation tool • SoC Security Products (SIEM, WAF, SOAR, EDR/XDR,NDR etc.) 	<ul style="list-style-type: none"> • Copy of Purchase order(s) or Contract Agreement(s) issued by customer and/or bidder • Copy of Work Completion / performance certificate issued by the customer. <p>List of works to be given in tabular format giving details of Name of the Organization/ supplier, PO No. & Date, , Date of completion of implementation, details of contact person with email/ Mobile no., Remarks if any.</p> <p>Note: In case of inability of bidder in submitting copy of Purchase order(s) or Contract Agreement(s) of customers due to an NDA (Non-Disclosure Agreement), the bidder is required to submit the copy of work completion and or performance certificate from the customer with the bid.</p> <p>However, the work completion or performance certificate should include the cost of work as being mentioned in the table submitted against point 1 above. The bidder shall also furnish an undertaking as per format given in Annexure-XIII (in case of NDA), duly signed by authorized signatory of the bidder</p>
11	Successful Integration of Offered Solutions	<p>Successful Implementation of Offered Component/Solutions for this Project.</p> <ul style="list-style-type: none"> • Breach and Attack 	<ul style="list-style-type: none"> • Copy of Purchase order(s) or Contract Agreement(s) issued by customer and/or bidder

		Simulation solution	<ul style="list-style-type: none"> Copy of Work Completion / performance certificate issued by the customer. <p>List of works to be given in tabular format giving details of Name of the Organization/ supplier, PO No. & Date, , Date of completion of implementation, details of contact person with email/ Mobile no., Remarks if any.</p> <p>Note: In case of inability of bidder in submitting copy of Purchase order(s) or Contract Agreement(s) of customers due to an NDA (Non-Disclosure Agreement), the bidder is required to submit the copy of work completion and or performance certificate from the customer with the bid.</p> <p>However, the work completion or performance certificate should include the cost of work as being mentioned in the table submitted against point 1 above. The bidder shall also furnish an undertaking as per format given in Annexure-XIII (in case of NDA), duly signed by authorized signatory of the bidder</p>
12	No Sub-Contracting	The selected service provider/ vendor shall not subcontract or permit anyone other than its personnel/OEM resources to perform any of the work, service or other performance required under this project. Please note that no work/services shall be subcontracted without the prior permission from the CRIS/IR in writing.	An undertaking in the company's letter head signed by authorized signatory to be submitted.
13	Acceptance of terms and clause	<ul style="list-style-type: none"> There will be an acceptance test by the IR/CRIS after implementation of the solution. In case of discrepancy in the solution implemented, the IR/CRIS reserves the right to cancel the entire purchase contract and the bidder should take 	Successful Bidder shall submit Compliance of Identified Clause on its letterhead signed by Authorised Signatory to the CRIS/IR stating compliance of the suggested verification criteria.

		<p>back their equipment/SW Licenses at their costs and risks. The test will be arranged by the bidder at the sites in the presence of the officials of the CRIS/IR.</p> <ul style="list-style-type: none"> • The CRIS/IR will not bear any additional costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith. • All the expenses related to execution of the document such as the applicable stamp duty and registration charges shall be borne by the successful bidder. • The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time. • After completion of the Contract, Successful Bidder shall be required to handover/transfer all logs, Knowledgebase and all Other Information as created, captured and processed in this Project to the IR/CRIS Team at no extra cost. 	
14	Escalation Matrix	<p>Bidder shall provide escalation matrix (up to CEO level) for Incident Management or raising support issues. Resource persons shall provide remote or on-site support in the event of problems/failures based on the</p>	

		criticality of the problem/failures so as to meet the SLAs defined in section 13. The bidder will provide escalation mechanism with complete details including name, contact number, support Level (L1, L2 and L3) etc. of the allocated resources. The matrix shall contain relevant contact details as name, designation, contact number, email id and address for correspondence etc.	
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15.3 Submission of Technical Bid & Initial Price Offer for tenders involving e-Reverse Auction (e-RA):

- a) This tender is being issued with the stipulation of e-RA on IREPS Portal (www.ireps.gov.in).
- b) The Bidder shall be simultaneously required to electronically submit a Technical & Commercial Bid and Initial Price Offer.
- c) Offers found eligible for ordering shall be categorized as 'Qualified for Bulk Order for the purpose of RA'.
- d) Offers not complying with essential technical & commercial requirements of the tender shall be declared as 'Ineligible for award of contract'.
- e) Initial Price Offer of only those bidders categorized as 'Qualified for Bulk Order', shall be opened and Initial Price Offers shall be tabulated by IREPS, as per instructions applicable for electronic tabulation.

15.4 Selection of bidders for conduct of Reverse Auction (e-RA):

Following conditions and procedure shall be followed in selection of bidders for conduct of Reverse Auction (e-RA):

- a) Selection of vendors for Reverse Auction (e-RA) for ordering:

No. of tenderers Qualified for award of contract	No. of tenderers to be selected for e-RA	Remarks
Less than 3	NIL	The bids disallowed from participating in the Reverse Auction (e-RA) shall be the highest bidder(s) in the tabulation of Initial Price Offer. In case the highest bidders quote the same rate, the Initial Price Offer received
3 to 6	3	
More than 6	50% of vendors Qualified for award of contract	

	(rounded off to next higher integer)	last, as per time log of IREPS, shall be removed first, on the principle of last in first out, by IREPS system itself.
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Note: If the number of tenderers qualified for Award of Contract is less than 3, RA shall not be done, and tender may be decided on the basis of Initial Price Offer(s)

b) Selection of vendors for Reverse Auction (e-RA):

I. **MSEs criteria:** All MSEs (Micro & Small Enterprises) found Qualified for award of Contracts but could not be selected for Reverse Auction as per criteria stipulated in Clause 15.4 (a) but are within the range of 15% of lowest Initial Price Offer of the bidder qualified for ordering shall be permitted to participate in the Reverse Auction irrespective of their inter-se ranking on the basis of initial Price Offer. Such MSEs shall be over and above the number of vendors selected for Reverse Auction, as per Clause 15.4 (a) above. The lowest initial price bid shall mean lowest initial price bid of vendor qualified for ordering. However, in case of all the bidders qualifying for ordering (before applying elimination criteria) are within MSE category, this clause shall not apply.

II. **Make in India criteria:** All bidders eligible for benefits under Public Procurement (Preference to Make in India) June 2020, found qualified for award of Contract and are within the specified range of purchase preference, under the Make in India Policy, of lowest Initial Price offer of the vendor qualified for ordering shall be permitted to participate in the Reverse Auction, irrespective of their inter-se ranking on the basis of Initial Price offer. Such bidders shall be over and above the number of vendors selected for Reverse Auction, as per Clause 15.4 (a) above. However, if all the bids qualified for ordering (before applying elimination criteria) also qualify under “Make in India June 2020” criteria, this clause shall not apply.

c) Lowest initial price bid referred to in sub-Clause (b) above shall mean lowest initial price bid of vendor qualified for ordering.

d) After evaluation of the technical bids and selection of bidders as above, date and time of start of e-RA shall be communicated to the qualified tenderers selected, through system generated e-mail to their registered e-mail id. Bidders should also check the date of e-RA after logging into their account on IREPS. No representation on account of non-receipt of e-mail shall be entertained.

15.5 Procedure for conducting e-RA

a. Purchaser shall fix the following parameters for e-RA:

- I. Initial e-RA period (Initial Cooling off period): This shall be the initial time interval for e-RA. e-RA shall be open for this duration.
 - II. Auto extension period (Subsequent cooling off period): In case any offer is received in the time period equal to auto extension period before close of initial eRA period, the e-RA shall be extended for time equal to auto extension period from the time of last bid. There shall be no upper limit on number of auto extensions. When no offer is received in the last auto extension period, e-RA shall close.
 - III. Minimum decrement: Minimum decrement in percentage of value of the last successful bid.
- b. During the Reverse Auction (e-RA) period, identities of the participating tenderers will be kept hidden.

- c. Bidders will not be allowed to revise the Taxes & other levies, after submission of Initial Price bid. Starting point for Reverse Auction (e-RA) shall be the lowest Initial Price bid of the tenderer eligible for award of contract. During the Reverse Auction (e-RA) process, bidders shall not be allowed to bid a rate higher than the lowest Initial Price offer. Minimum admissible bid value will be last bid value minus minimum decrement as specified in Tender Document on IREPS before starting of e-RA.
- d. Bidders shall not be allowed to withdraw their last offer.
- e. L-1 will be defined as the lowest bid obtained after the closure of e-RA.

15.6 Applicable important conditions after e-RA:

- a. The offers of bidders which were eliminated i.e., not selected for participation in eRA in terms of Clause 15.4 (a) above shall not be considered for any ordering. All the relevant Policies of Government of India at the relevant time shall be applicable.
- b. On submission of final price offers through Reverse Auction, it shall be construed that the tenderer has revalidated the original validity of the offer for further ninety (90) days from the date of e-RA.

16. Availability of Tender

Bidding process will be on-Line through E-Procurement System (www.ireps.gov.in). The Bidder may please see Instruction to Tenderers for E-Tender, CRIS EGCC (Including modifications) and Tender Document etc. on www.ireps.gov.in before quoting the tender. The bidders shall be solely responsible for checking the website of e-procurement i.e. www.ireps.gov.in for any addendum/amendment/corrigendum issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids/offers.

17. Instructions to Bidders

17.1. Submission of Bids

- 17.1.1. The bids will be submitted electronically in two packets (Technical Bid + Commercial Bid) systems. These two packets will be submitted at a time electronically before the date of tender closing. The offer shall be valid for 120 days from the date of closing of the tender. The bidder may follow the instructions to the bidder document available on www.ireps.gov.in.
- 17.1.2. CRIS will not be responsible for any delay on the part of the vendor in obtaining the terms & conditions of the tender or submission of online bids. The bids submitted by telex/telegram/fax/E-mail /manually etc. shall not be considered. No correspondence will be entertained on this matter.
- 17.1.3. The bidder should quote the rates strictly in accordance with the columns /fields provided as per format available on IREPS i.e. www.ireps.gov.in.

17.2. Pre-bid Conference

- 17.2.1. The pre-bid conference will be held at Virtually online/Physical at the designated date and time and link for same shall be provided to interested bidders.

17.2.2. All interested bidders can participate in the pre-bid conference.

17.2.3. The purpose of the conference is to provide bidders with information regarding the tender and the requirements of CRIS, and to provide each bidder an opportunity to seek clarifications regarding the tender's technical specifications and tender's terms & conditions.

17.2.4. Pre-bid queries can be submitted through e-mail only at crisappsec@cris.org.in.

17.2.5. During Pre-bid Conference, the bidder will be free to seek clarifications on the terms and conditions and other points/aspects of tender. CRIS shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

17.2.6. Queries, if any should be sent upto Two days prior to the date of pre-bid meeting. Consequent to discussions in pre-bid conference, queries, if any can be sent upto Two days after the date of pre-bid conference. For queries received thereafter, CRIS will not be bound to clarify such queries.

17.2.7. Replies to pre-bid queries shall be uploaded on IREPS website(www.ireps.gov.in) for information/download by all prospective bidders.

17.2.8. Queries, if any should be sent within provided time to the designated person in CRIS as mentioned in the table below:

Address for pre-bid queries on Tender	crisappsec@cris.org.in or (Header should include "Pre-Bid Queries for <Tender No.>")
Venue of Pre-bid Conference	Physical/Through Video Conferencing. Link for the same will be provided 2 days in advance to the pre-bid date by CRIS through email IDs mentioned above. Interested vendors may intimate their willingness to attend Prebid Conference on above-mentioned e-mail IDs.

17.2.9. Bidders should submit the queries only in the format given below:

S.No.	Document name and Page No.	Section No.	Clause No.	Document Reference	Clarification sought /Query

17.3. Validity of offer

The offer submitted by the bidder shall be valid for six months from the date of opening of bid.

18. Price Basic

1. All tenderers must quote in Indian Rupees (INR) only, failing which the offers are liable to be rejected.
2. Tenderers are required to quote only one rate for each item/consignee in the prescribed fields of the Financial Rate Page of e-tender form and nowhere else. In case, the tenderer quotes any rate/or any condition, which affects the all inclusive rate in the Financial Rate Page, at any other place in the offer or in any document uploaded with their offer, then the rates mentioned in the Financial Rate Page will only be considered for determining inter-se ranking of the offer, unless otherwise specified in the tender document. Further, purchaser reserves the rights to consider such offers even as invalid offers and same are liable to be rejected
3. All the mandatory fields of the Techno Commercial Bid Details and Financial Rate Page have to be filled up by the tenderers. All inclusive rates on FOR destination basis shall be automatically calculated by the system and the same will be shown to the tenderers before submission of offer.
4. The tenderers should quote their lowest possible price for each 'unit' specified in the "Tender Document" for the tendered item. Tenderers are not allowed to change the 'unit' of the tendered item and if any quote their price for any different 'unit' unless specified in the tender document, their offers are liable to be rejected.
5. The quoted rate should be firm and not subject to any variation, unless specified in the tender documents. In case of deviation in this aspect, the offer will be treated as unresponsive and will be rejected.

19. Delivery period

All the equipment /Software as per quantity mentioned in SoR shall be delivered at CRIS HQ Chanakyapuri, New Delhi within 8 weeks of date of issue of Purchase Order.

20. Consignee, Delivery Address and Installation Location

Consignee and Delivery Address		
S.N.	Consignee	Delivery Address
1	GM/Infra, CRIS	Centre for Railway Information System, Chanakyapuri, New Delhi 110 021. Tel: 011-24104125

21. Project Implementation Schedule (Milestones along with timelines)

It is proposed to make the entire system commissioned in a period of 18 weeks from the date of the issuance of Purchase Order (D). The week count mentioned herein are inclusive of all type of non-working days (Central Government). Successful Bidder has to ensure the time line defined as mentioned below: -

S.N.	Task Description Schedule	Delivery period in weeks	Milestone	Related item PLNO of SoR
1.	System Study and finalization of Deployment Architecture etc. AND Submission of Low-level Design Document, Deployment Architecture, implementation Plan and Project Plan detailing each task with target date and assigned resource persons (OEM/Solution Provider) including the plan for installation of all supplied items and integration with existing infrastructure.	D + 5	M0	PL NO 01
2.	Delivery of items	D + 8	M1	PL NO 01
3.	Installation and Integration of all supplied software AND Implementation of functional and Technical requirements as defined in Annexure -II and III.	D +14	M2	PL NO 01
4.	OEM Training for solution	D+16	M3	PL NO 01
5.	System Commissioning of the “BAS Solution” will be issued after successful completion of M2 and running successfully for 4 weeks. Training to be completed in parallel and can start from placement of PO.	D + 18	M4	PL NO 01
6.	Commencement of 2 nd Year Subscription for Procured Security Solution	M4 +52 Weeks (2nd Year)	M5	PL NO 01
7.	Commencement of 3rd Year Subscription for Procured Security	M5 + 52 Weeks	M6	PL NO 01

	Solution	(3rd Year)		
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22. Liquidated damages in Delay in Delivery and Commissioning

- I. Any delay by the bidder in the performance of the delivery obligation shall render him/her liable to Liquidated Damages as per CRIS EGCC (Including modification) clause no.21.0.
- II. Any delay by the bidder (on account of the bidder) beyond specified period as defined in the Project Schedule for Milestone mentioned in clause no.21 in Bid document Part-II shall render the bidder liable to impose Liquidated Damages as per define in above section 21 project deliverables and timelines.
- III. Total LD on all the milestones put together shall not exceed 10% of the total value of the contract.

23. Acceptance Test Procedure (ATP)

I. Preliminary Testing

Physical Inspection and preliminary testing shall be done at CRIS HQ in the presence of representative of consignees & the supplier and will comprise of the following: -

1. Physical verification of software media, licenses and documentation (which shall also include Installation tie-up and warranty certificates from OEM) as per tender.
2. A preliminary test certificate as per Performa given in Annexure – XII.
3. Preliminary test certificate to be signed jointly by CRIS and the successful bidder. The date of issue of Preliminary test certificate shall be termed as Date of Preliminary Testing.

II. Final Acceptance Testing

The procedure for Final Acceptance Testing shall be carried out in accordance with the ATP Schedule given in Annexure-XI as well as the following deliverables:

1. Configuration of all components as per finalized deployment Architecture & specifications.
2. Demonstration of features specified in technical specifications for all components given in Annexure- III.
3. Demonstration of requirements specified in functional requirements given in Annexure-II and detailed scope of work given in section 4.
4. Submission of documents as per Section 28.
5. A Final acceptance testing certificate as per Performa given in Annexure – XII.
6. A Final Acceptance Testing certificate shall be signed jointly by CRIS and the successful bidder. The date of issue of final acceptance testing certificate will be considered as Date of Final Acceptance.

III. System commissioning

1. The System commissioning certificate shall be issued only after ascertaining that the system is performing satisfactorily for a continuous period of 4 weeks after Date of Final Acceptance.

2. Submission of a detailed Installation Report clearly indicating the installation of software installation with key parameters in accordance with the finalized system deployment architecture etc.
3. The comprehensive warranty & Subscription support services shall commence from the Date of System Commissioning.
4. A System commissioning certificate as per Performa given in Annexure – XII.

24. Payment Terms

24.1. 3 Year cost of PL NO-001: Breach and Attack Simulation (BAS) Software/Solution shall be equally divided into 3 parts to get the annual cost and accordingly payment shall be made.

24.2. Successful Bidder shall be paid annually against receipt of satisfactory report of support and operations by bidder resources of the previous quarter for this Project. The following shall be the schedule of payments to the Successful bidder: -

Item	Items/Solution Offered	Payment Terms and Condition	Milestone	Payments as % of total value
BAS Solution	BAS solution	100% of the value of Annual subscription cost of each supplied item shall be paid by after Installation and Acceptance Testing, System Commissioning, after completion OEM Training and System Commissioning , upon furnishing the following documents: Final Acceptance Certificate (Annexure –XII. Confirmation of the validity of PWBG Bond of 10% of the total value of the contract with validity up to 9 months beyond the last date of the warranty period i.e. 45 Months from date of issue of P.O.	M0,M1,M2,M3, M4	50% of the cost of BAS Solution (As per SoR, PLNO 001). Cost of 1st Year for PLNO 001 shall be referred from Cost provided in Section 24.1. Remaining 50% will be paid half-yearly in two equal installments.
	2 nd Year Subscription cost of BAS Solution	Commencement of 2nd Year Subscription for Procured Security Solution	M5	25% of the 2 nd Year cost of PL NO-001: Breach and Attack Simulation (BAS) Software/Solution (BAS) per Quarter for 2 nd Year

				<p>Subscription [detailed description as per tender documents/ SOR]</p> <p><i>Cost of 2nd Year for PLNO-001: Breach and Attack Simulation (BAS) Software/Solution (BAS) shall be as per Section 24.1 and the same shall be paid on quarterly basis, as above after deducting necessary penalties/ recoveries etc., if any.</i></p>
	3 rd Year Subscription cost of BAS solution	Commencement of 3rd Year Subscription for Procured Security Solution	M6	<p>25% of the 3rd Year cost of PL NO-001: Breach and Attack Simulation (BAS) Software/Solution per Quarter for 3rd Year Subscription [detailed description as per tender documents/ SOR]</p> <p><i>Cost of 3rd Year for PLNO-001: Breach and Attack Simulation (BAS) Software/Solution shall be as per Section 24.1 and the same shall be paid on quarterly basis, as above after deducting necessary penalties/ recoveries etc., if any.</i></p>

25. SETTLEMENT OF DISPUTES AND JURISDICTION

As per cris EGCC clause no. 29

26. Payment in case of Termination of Contract

The entire contract is to be completed in full and any prior termination / inability to complete the project by the bidder shall result in no payment and forfeiture of EMD submitted by the bidder. No request for pro-rata payment shall be entertained by the IR/CRIS.

27. Training

The Bidder shall arrange training on proposed solutions procured through this tender and its integration with the existing infrastructure after the completion of installation and configuration of BAS solution in CRIS DC. The training for all these products shall be provided by the OEMs or its authorised partner with curriculum as per the OEM certified Training Program and topic given below. The level of training shall be similar to those being provided by the OEMs to its vendors/SIs. The resume of trainers proposed by the OEMs shall be provided to CRIS/IR. Only the trainers selected and approved by CRIS shall be deputed as trainers for these training programs. Training should also cover hands-on sessions. Training material should be provided to all participants in the form of manuals or electronic documents. The training shall be provided in bidder's / OEM's Training centre in Delhi /NCR or on Virtual Platform on dates jointly decided by Indian Railways and the bidder. Detailed requirements of training are below.

Training topics	Persons in Batch	Number of Training Days
Breach and attack simulation		
features, configuration, administration, troubleshooting and management use case for testing and control validation and hand on practices etc.	25	5

Topics	Comprehensive Description
Best Practices and Case Studies BAS use case owasp top 10 test attack simulation phishing campaigning and awareness testing and awareness and training conduct	<ol style="list-style-type: none">I. Breach and Attack Simulation – Landscape-Focus on various approaches organizations are taking to enhance their Cyber Security Posture and how BAS's disruptive technology can help. Participants will understand the BAS landscape, including its role in improving security posture, custom simulation run and develop, create custom as per threat and use cases simulationII. BAS Overview- Focus on product training, including dashboard and configuration walk-throughs. Participants will gain hands-on experience with BAS tools, learning to navigate and configure dashboards effectively and solution administration and simulation, Provide details regarding content updates for the library to continuously deliver simulation content relevant to the threats of the moment (updated with new attacks)III. Use Cases Training – Focus on use cases and examining real-world use cases that customers are using BAS tools for

	<p>and key value areas. Participants will learn real-world applications of BAS, enhancing their ability to deploy and utilize BAS tools effectively.</p> <p>IV. Security Control Validation – Focus on how the Blue team can utilize prevention and mitigation content to close identified gaps. Participants will learn to apply vendor-specific mitigation libraries and MITRE ATT&CK TTPs, creating custom signatures for enhanced protection.</p> <p>V. Operationalizing Mitigation – Focus on measuring the effectiveness of security solutions such as IPS, AV, Sandbox (NGFWs). Participants will understand how to operationalize mitigation efforts, enhancing security solution effectiveness.</p> <p>VI. SOC Enhancement – Focus on detection analytics with missing log sources and enhancing detection posture using vendor-specific and Sigma rules. Participants will learn to enhance SOC operations by effectively onboarding log sources and applying correlation rules.</p> <p>VII. Operationalizing SIEM/EDR Detection – Focus on enabling/creating correlation searches on the SIEM platform. Participants will gain skills in creating manual and vendor-specific correlation searches to improve detection capabilities.</p> <p>VIII. RED Teaming – Focus on how Red teamers can use BAS for Red teaming exercises. Participants will understand how to use the BAS platform for Red teaming, enhancing their offensive security skills.</p> <p>IX. Red teaming using BAS – Focus on enhancing Red team skills using commands, files, and payloads related to specific attacks. Participants will gain practical Red teaming experience, understanding attack operations and enhancing their offensive capabilities.</p> <p>X. Incident Response Drill – Conducting Incident Response Drills for Enhancing IR capabilities. Participants will conduct drills to improve their incident response times and effectiveness, readying them for real-world scenarios.</p> <p>XI. phishing simulation- simulation, campaigning and awareness testing and awareness and training conduct.</p>
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28. Documentation

- I. Requirements document as per Design Workshop conducted by Bidder and OEM.
- II. High Level Design Document.
- III. Low level Design document including:
 - Deployment Architecture document with diagram as well as descriptions

- Networking Document
- Implementation Plan
- Testing Plan and Test Cases
- Traceability Matrix
- Installation Reports
- Documentation of complete setup including installation, configuration, customization, Administration, Maintenance.
- Product Manuals.
- Training Materials.
- Document of Knowledge Transfer (KT)
- Any other relevant document

Bidder shall submit the documents during the lifecycle of the project:

The equipment must be accompanied by original documentation and a full set of accessories given by the manufacturer.

I. Manuals

Set of manuals and support documents for all software shall be made available by the bidder.

II. Other documents

The bidder shall provide documents viz. Solution Deployment Architecture, Installation Report, functional testing report, Operational manual and all other documents which have been specified under various sections of the tender.

29. Make In India Compliance:

1. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order No.-P-45021/2/2017-PP (BE-II) dt.4th June 2020 issued by Ministry of Commerce and Industry & reiterated by Railway Board Order No.-2020/RS (G)/779/2 dt.12.06.2020 as read with Order No.-P-45021/2/2017-PP (BE-II) dated September 16, 2020 of Ministry of Commerce and Industry & reiterated by Railway Board Order no.-2020/RS (G)/779/2/Pt.1 dt.25.09.2020, along with subsequent instructions in this regard which have been issued till closing of this tender, shall be eligible to bid in this tender. OM No.-P-45021/102/2019-BE/II/Part (1) (E-50310) dt 04/03/2021 of Ministry of Commerce and Industries & reiterated by Railway Board Order No.- 2020/RS (G)/779/2-Pt-I dt.17.05.2021 shall also be applicable.
2. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the local content requirement of minimum 50%.
3. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the local content requirement of minimum 20% but less than that prescribed for 'Class-I Local Supplier'.
4. 'Non local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II Local Supplier'. Any offer submitted by 'Non local supplier' against this tender shall not be considered and summarily rejected.
5. The margin of Purchase Preference to 'Class-I local supplier' shall be 20%. 'Class-II local supplier' shall not be eligible for any Purchase Preference in this tender.

6. In subject tender, the contract may be awarded to multiple bidders subject to matching of L1 rates or otherwise, as per Award/Quantity Splitting Criteria mentioned in clause-15.2, 15.3 & 15.4 of this Bid Document (Part-II). 'Class-I Local Supplier' shall get purchase preference over 'Class-II Local Supplier', as per following procedure:
 - A. If 'Class-I Local Suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidder as per Award/Quantity Splitting Criteria mentioned in clause-15.2 & 15.3 of this Bid Document (Part-II). However, in case 'Class I local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class-II local suppliers' provided that their quoted rate falls within 20% margin of preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity. Splitting of quantity among the same class of bidders (as per Local Content) shall be as per Award/Quantity Splitting Criteria mentioned in clause-15.2 & 15.3 of this Bid Document (Part-II).
 - B. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'class-I local supplier', falling within 20% margin of purchase preference, and so on. Orders issued by Ministry of Commerce and Industry &/or reiterated by Railway Board from time to time.
7. Verification of Local Content: The bidders are required to furnish required Certificate as defined in Para-9 of Order No.P-45021/2/2017-PP (BE-II) dated September 16, 2020. Submission of the requisite Certificate for verification of Local Content is mandatory.
8. Definitions of various terminologies w.r.t. Public Procurement (Preference to Make in India) Order-2017 shall be as per various Orders issued by Ministry of Commerce and Industry &/or reiterated by Railway Board from time to time.

30. Land Border Policy Compliance: -

1. Bidders should read clause 34 & its sub clauses and clause 35 & its sub clauses of EGCC very carefully and will submit the certificate for Compliance regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries, as per Annexure- XVII along with their Bid/Offer.
2. In Clause regarding Land Border Sharing mentioned in CRIS EGCC clause no 34, OM NoF.18/37/2020-PPD dt 08/02/2021 & OM No F.12/1/2021- PPD(Pt) dt 02/03/2021 of Ministry of Commerce and Industries is to be read and compiled along with existing condition.

3. The Bidder should abide by the restrictions for the active components & applications proposed in the project, mentioned under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 and its following amendments mentioned below: -
- a) Order (Public Procurement No. 1) issued vide F.6/18/2019- PPD dated 23.07.2020,
 - b) Order (Public Procurement No. 2) issued vide F.6/18/2019-PPD dated 23.07.2020,
 - c) Order (Public Procurement No. 3) issued vide F.6/18/2019-PPD dated 24.07.2020, Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No.12/1/2021-PPD(Pt.) dated 02.03.2021, OM No. F.7/10/2021-PPD dated 08.06.2021.
 - d) Order (Public Procurement No. 4) issued vide F.7/10/2021-PPD dated 23.02.2023) by the Ministry of Finance, Government of India.

31. Other Terms & Conditions

The terms and conditions not specifically mentioned in the special condition of contract (Bid Document Part-II) shall be governed as per the bid document Part-I. Bid document Part-I consists of General Conditions of contract for CRIS (also refer to as GCC or EGCC or CRIS EGCC) The instruction to e-tenderers which are available on www.ireps.gov.in portal under CRIS documents. All other Terms & Conditions will be as per CRIS EGCC (including modifications) and the Bid Document Part-II.

31.1. Force Majeure/ Cancellation of Contract

- 31.1.1. CRIS reserves the right to cancel the contract in cases i.e. the delivered products/solutions no longer meets CRIS requirements or if any other guidelines/Office Order/s is issued by Govt. of India which restricts the usage of such products/solutions in Government offices/institutions.
- 31.1.2. As mentioned above, for cancellation of this contract CRIS may issue a formal letter to the successful bidder giving him a 30 days notice period to uninstall/remove the products/solutions from CRIS servers. The Bidder should uninstall/remove the products/solutions during this 30 days period and should submit a report having relevant screenshots.
- 31.1.3. CRIS shall only release the payment on prorata basis of the delivered products/solutions for a maximum period of 30 days from the issuance of the letter of cancellation after receiving the uninstallation/removal report.
- 31.1.4. After the cancellation of contract, uninstallation/removal of the delivered products/solutions and final applicable payment, The bidder can request for release of PBG. PBG may be released as per CRIS EGCC.

1. Annexure- II: Functional Requirements

Breach and attack simulation solutions should perform (BAS) following functional requirements.

- 1) Lateral movement and C&C identification in IR/CRIS DC network.
- 2) Network security control validation and Mitre attack simulation on application, system and network under purview of CRIS/IR
- 3) Phishing attack simulation and user awareness campaigning (1500 users) for CRIS/IR Employee.
- 4) Threat Simulator and security control validation
- 5) Web Application Firewall control validation and testing
- 6) E-mail, Web Gateway, SIEM Capabilities, Identify, Detection Gaps control and security validation and testing
- 7) Endpoint Controls validation
- 8) Full Kill Chain identification and attack path identification.
- 9) Use cases given in section 5 , these use case lists are only indicative but not exhaustive.

2. Annexure – III: Technical Specifications

Technical Specification for Breach and Attack Simulation (BAS) tool and Compliance (S1)

A	Breach Attack Simulation Technical Specifications	Compliance Response (Y/N)	Remarks
1	The solution can be deployable in India based MelTY Public cloud/ GCC based India Cloud environment.		
2	The Simulation agent solution should be compatible on Windows, Linux (All flavours including but not limited to Ubuntu, RHEL, Cent OS), MAC OS etc.		
3	The solution must support proxy communications to the Internet. Simulation solution installed must support proxy communications to the Breach & Attack simulation platform.		
4	The proposed solution should validate the Threat facing Cyber Security technology control like NGFW, IDS/IPS, Antivirus, EDR, Web Application Firewalls, Web Gateway, Email Gateway, XDR & SIEM etc.		
5	All installed agents/simulators should have capability to run assessments/simulations as local user privilege and admin user privilege.		
6	The Solution should support role based user control, Role base user can create on BAS platform for different role and user can change password/ manage their user account.		
7	The solution should provide automatic signature updates for latest Emerging threats/method/TTP/ new attacker behaviours and malicious payloads for attack database.		
8	The Solution should support all possible simulation attack pattern/ methods/ technique/ behaviour to test/validation of security control eg. Full kill chain, Email, perimeter Network devices, MITRE ATTACK etc.		
9	For the proposed solution, Agents will be installed on minimum set of endpoints. Considering the mentioned setup supplier should be able to run and provide all required use cases/simulations effectively.		
10	Solution should support to simulate full Threat Library with Real-world malicious		

	threats, payloads and Actions/TTP with regular update of attack patterns making news headlines.		
11	The Solution should Simulate malicious requests on web applications assessment.		
12	The proposed solution should not have any cap on the number of times the simulation are being performed.		
13	The Platform should also provide a report mapping of top TTPs of MITRE for us to analyze using the MITRE Framework.		
14	The platform should enable testing the efficacy of Perimeter security solutions instantly and accurately against top threats and attacks.		
15	The platform should enable testing the efficacy of data leakage prevention solutions instantly and accurately against top threats.		
16	The proposed platform should integrate with the Threat Intelligence platform to enable a detailed Threat simulation. The platform should provide visibility into relevant threats, create personalized attacks to test security control efficacy, and assess the impact on overall security posture.		
17	The Proposed Platform should automate the execution of multi-stage attacks across the entire cloud stack, including end-user devices, networks, cloud services, and applications. Execute attacks across the entire cloud stack to identify threats & security control gaps without affecting regular operations of the cloud.		
B	Solution Security and Compliance		
1	For the proposed solution is cloud based, all data collected/processed should be secure in cloud instance and all data collected/processed to be stored only in INDIA.		
2	The solution must include discrete privileged and user account levels with specific permissions for each (e.g. RBAC)		
3	The solution should always run/simulate safely. simulated attacks and breaches should not harm/change configuration of the target system.		
4	The solution should support multi factor authentication to access/login the solution/platform.		

5	The proposed solution should have Mechanism/suggest to identify remediation options and recommendations, prioritize severity of test findings and actionable remediation for each security control.		
6	The solution should have wide variety of payloads and simulatable attacker behaviours and it should cover all the attack pattern/behaviour/methods eg. MITRE ATTACK etc.		
C	Security Solutions Support & Integration		
1	The solution must validate the effectiveness of endpoint security control effectiveness by simulation all the possible attack patterns/methods/techniques.		
2	The solution must validate network security control effectiveness by simulation all the possible attack patterns/methods/techniques.		
3	The solution must validate Email security control effectiveness by simulation all the possible attack patterns/methods/techniques.		
4	The solution must validate network security control effectiveness by simulation all the possible attack patterns/methods/techniques.		
5	The solution must directly integrate with common commercial SIEM solutions		
6	The proposed solution should have an extensive knowledge base & should describe how the library of breach and attack methods are created, managed, updated and mapped to threat models.		
D	Use Cases Support		
1	The Solution should have Ability to simulate breach methods across the complete cyber-attack Full kill chain including NIST MITRE attack complete framework (e.g., infiltration, exfiltration etc.) and provide detailed report.		
2	The solution must support validation of effectiveness of endpoint security solutions (EDR, EPP, etc.) by simulation all the possible attack patterns/methods/techniques.		
3	The solution must support assessment of Email Gateway/Proxy /WAF solutions with known and unknown payloads and by simulation all the possible attack patterns/methods/techniques.		
4	The solution must support ransomware simulations based on threat intelligence.		

5	The solution must include full library of attacks that exploit common application vulnerabilities & Weaponize Known CVE's.		
6	The solution must be able to Represent threat Risk scores (Low, Medium, High, Critical) based on proven cybersecurity risk assessment models.		
7	Solution must provide time-stamp of the attack across multiple geographies for all attack vectors for correlation & Validation.		
8	Solution should have Ability to test data loss prevention (DLP) implementation, methodology, and configuration along with other exfiltration techniques to test outbound flows of data to ensure protection of critical information		
9	Solution should have Ability to simulate Infiltration techniques for breaching a network or infecting a host Via Email, DNS, Web & WAF etc. by simulation all the possible attack pattern/methods/technique.		
10	Solution should have Ability to simulate Machine-based attacks and identify known threat, missing controls on internet-facing systems, misconfiguration of network perimeter controls, exposed applications, etc.		
11	Solution should have ability to conduct the complete full kill chain of the attack by simulation all the possible attack patterns/methods/techniques. That is end to end attack execution from pre exploitation stage to exploitation to post exploitation. And provide details report on attack simulated and its detailed result.		
12	The Solution should have Ability to test attacker lateral movement through a single machine - e.g., brute force or pass-the hash techniques to steal credentials for sensitive servers, moving across network segments in search for valuable data.		
13	Solution should able Execute attacks across the entire cloud stack to identify threats & security control gaps without affecting regular operations of cloud. The Proposed Platform should automate the execution of multi-stage attacks across the entire cloud stack, including end-user devices, networks, cloud services, and applications.		
14	Solution should have Ability to deliver safe tests with no chances of interfering with		

	business operations, and no user interference when deployed on production assets		
15	The Solution should check inbound and outbound penetration of web gateway.		
16	The solution should have technical integrations available for specific vendors where applicable (e.g. SIEMs, ITSM's, ticketing systems, Vulnerability assessment tools, threat intelligence platforms, etc.)		
17	The Solution should provide POA (Proof of Attack) for manual assessments / simulation along with Mitigation steps.		
18	The Solution should support Continuously simulate breach methods to address changing risks, and track security posture via risk trending and historical reports.		
19	The Solution should have Test/validate Security Operations Centre (SOC) rules by simulating a multi-vector attack.		
20	The Solution should have Ability to create custom use cases / simulations attacks according to requirement		
21	The Solution should Test validate effectiveness of security controls (real behaviour and outcome of controls) - e.g., identify misconfiguration, threats etc. and generate a report along with the details.		
22	The Solution Knowledge base should be extensive & should Describe how the library of breach and attack methods are created, managed, Updated and mapped to threat models.		
23	Solution should support an attack library to validate Proxy controls/web gateway control inbound/outbound.		
24	The BAS Platform should execute attacks simulation across a wide variety of controls to identify gaps, optimize configurations, pinpoint tool inefficiencies.		
25	The platform should be able to simulate and test the efficacy of the Network Segment control security tools.		
26	The solution should have the ability to		

	simulate and launch attacks for methods across the complete cyber-attack kill chain including MITRE attack complete framework (e.g. infiltration, lateral movement, exfiltration etc)		
27	The platform should Replicate the relevant threat tactics, techniques, and procedures (TTPs) to be identified by customizing existing attacks from the playbook or creating personalized attacks from scratch. Then safely put security controls to the test with continuous, automated attack simulations.		
28	The ability to simulate Machine-based attacks and identify known vulnerabilities/threats on internet-facing systems, misconfiguration of network perimeter controls, exposed applications, etc.		
29	The solution should have the ability to create custom simulations use cases / simulations attacks according to the organisation's requirement.		
30	Solutions should perform the attack seamlessly without affecting live organisation operations.		
31	Solution should Provide risk-based prioritization of threats which helps the internal team to focus the remediation efforts. Suggest recommendations to mitigate the risks/threats identified with actionable intelligence.		
32	Provide detailed reports on the current state of security and level of intrusion upon completion of each attack scenario.		
33	Executive dashboard and reports should be available in the solution which can be customized as per requirement		
34	The Proposed solution should store the historic assessment and able to provide comparative analysis		
35	The solution should have ability to test all phases of an attack, from the exploit to post exploitation, persistence and maintaining		

	access.		
36	The capabilities to test continuously, periodically and on-demand		
37	The ability to deliver safe tests with no or extremely low chances of interfering with business operations, and no to low user interference when deployed on production assets		
38	Functions to test both network and endpoint security controls		
39	A customizable attack/campaign logic that is flexible enough to address present and likely future threats Some form of severity prioritization for test findings		
40	Integration with external tools, such as security operations, analytics and reporting (SOAR) or SIEM, to gather logs and alerts, test detection, etc.		
41	The proposed solution must support dropper-based multi-stage attack simulations by all the possible attack patterns/methods/techniques.		
42	The proposed solution must support simulation against NGFW, IPS/IDS, Proxy, WAF, Web/Email Gateway, EPP/EDR/XRD solutions with known and unknown payloads.		
43	The proposed solution should support Execution of privilege elevation exploits		
44	The proposed solution should support access, connection, or data transfer attempt between different network segments		
45	The proposed solution should support access & data transfer to an external site against Proxy, EDR and DLP solutions.		
46	The platform should validate the efficacy of endpoint solutions instantly and accurately		

	against cyber threats initiated by top threat actors in the field.		
E	Dashboards and Reporting		
1	The solution must include graphical dashboards of the results of security effectiveness validation		
2	The solution must include at least one graphical dashboard that provides quantitative results by numeric count and by percentage of attacks by stage		
3	Customise dashboard/role-based dashboard should available or can be created		
4	The proposed BAS platform should be able to provide dashboards and reports which allows analysis as per geography, business unit, security control and operational unit etc.		
5	The Solution should support to download result in different file format eg. Pdf, csv, etc.		
6	The solution must include REST API support with published documentation.		
F	Control Techniques Assessment		
1	The platform should enable test the efficacy of mail security solutions instantly and accurately against top threats.		
2	Solution should support to create user profile for all users for phishing testing and campaigning, phishing awareness, simulation and campaigning attack.		
3	The proposed solution must support Multi-Factor Authentication (MFA) to access the platform.		
4	The solution should have capabilities to instrument simulation on the following: 1. End-Points 2. Web Gateway 3. Web Application Firewall (WAF) 4. Proxy 5. Email Based Attacks 6. Advanced Persistent Threat (APT) 7. SIEM 8. Any combination of above lists etc.		
5	The solution should have the ability to integrate and consume threat feeds such as IOC, Hashes, IPs etc from Threat intelligence platform and able to create custom use cases simulation.		
6	The Proposed solution should have the ability to simulate the lateral movement across		

	endpoints, specific IPs, subnet and target AD group etc.		
7	The Solution should have ability to deliver non-intrusive assessment of public facing and internal assets without any chances of interfering with business operations.		
8	The Proposed solution should be able to deliver safe simulation without interfering with the existing set-up and there is no-scope of spreading any malicious content to other systems/ hosts.		
9	The Solution should have the automation of simulation at schedule time.		
10	The Simulation scenarios should be mapped to the MITRE attack framework. Also the solution should update the attack technique in case any changes are made in such a framework.		
11	The solution should support continuous assessment. There should not be any cap on the number of time simulations are being performed.		
12	The Proposed solution should provide the comprehensive assessment combinations on the basis of Payload, Protocol, Techniques etc		
13	The platform should enable test the efficacy of Email security solution instantly and accurately against major known threats		
G Phishing Simulation Solutions (1500 users)			
1	The Phishing Simulation campaign (Phishing and User learning management solution) should be able to simulate with learning for CRIS users without any restrictions.		
2	The solution must be a public cloud Solution, support multi-factor authentication for accessing the Web UI portal.		
3	There should have no limitation on the number of cycles of carrying out simulation campaigns on CRIS users when the solution is operated by CRIS during the contract period.		
4	The Complete solution should be provided with a real-time single unified management console to manage running the simulation campaigns, reports, dashboards, Training LMS		

	(Learning Management System) etc.		
5	Offered solution should have pre-loaded Email templates and a feature of importing templates and custom templates can be created.		
6	The solution provider will provide public URLs, phishing Domain, sender email IDs etc. resembling CRIS domains required for Simulation campaign at no extra cost.		
7	The solution should support both English and Hindi language.		
8	The solution should have role based access control to create different user roles.		
9	<p>Solution should have below-mentioned analytics but not limited to, should be available over the Dashboard of the offered phishing solution:</p> <p>a) Number of emails sent, emails opened, emails clicked, data entered/file installed, awareness training completed and quiz completed</p> <p>b) Behaviour/actions of every employee.</p> <p>c) Employee Vulnerability/risk Score assigned to each employee.</p> <p>d) Most vulnerable individual with their department.</p> <p>e) Overall cyber health risk level of the organization.</p> <p>e) Overall cyber health risk level of the organization.</p> <p>f) Breach time, Phish Risk Rate & Repeat Offenders.</p>		
10	The solution's Dashboard should provide a feature of scheduling the simulation campaign and training emails being sent.		

11	The Offered solution should have option to customize the email templates or create fresh templates as per CRIS requirement.		
12	The Offered solution should have feature to customize the landing page or create a fresh landing page corresponding to the simulation campaign.		
13	The solution's Dashboard should provide a feature of scheduling the simulation campaign and training emails being sent.		
14	The bidder is responsible for implementation, setup, configuration and use of the solution console.		
15	The Offered solution should have option to send emails to all tentative participants in a whole or send the email in groups. Solution should able to create various sender groups based on CRIS requirements.		
16	Offered solution should have pre-loaded Email templates and a feature of importing templates.		
17	The offered solution should support customization of Email ID of the sender for phishing campaigns		
18	Offered solution should provide the user wise tracking of Email Delivery, Link Clicked (File Downloaded) & File Opened.		
19	The Offered solution should have learning module for users, the module shall consist of video tutorials, PDFs, Infographics tutorials, Comic stripes, Newsletters, Wallpapers, presentations etc. followed by Quiz exercises. Offered solution should have at least 50+ Video tutorials, 30+ Infographics tutorials and followed by Quiz exercises.		
20	User Learning portal should have the		

	capability to track the user learning progress.		
21	The solution should provide the Assessments or Quizzes to analyses the awareness levels of the employees after each awareness session.		
22	The Solution should have option for adding the organization's own content and to conduct awareness sessions and quizzes.		
23	The solution must allow the administrator the right to customize the quizzes on the training modules.		
24	The solution should provide security awareness training directly or via a training notification email sent to the user after being a victim of a simulation campaign.		
25	The solution must allow the administrator the right to customize the quizzes on the training modules.		
26	The solution should have functionality for re-test for the people who did not acquire the passing score.		
27	The bidder has to update the latest available LMS content of security awareness every quarterly.		

3. Annexure-IV: Format for submission of Details of credentials/ documents furnished towards compliance of Qualification Criteria

S. No.	Parameter	Qualifying criteria	Credentials to be provided	Details of credentials/ documents furnished		
				<u>No. and date of document</u> (Certificate of incorporation, OEM authorization letter/ OEM's self-certification letter, Balance Sheets/Profit & Loss Accounts, work order /PO or any other associated documents, Completion certificate, Declaration regarding banning)	<u>Other Details</u>	<u>File name</u> of the corresponding document attached with the bid on ireps
1	Company Existence	The bidder should be a Private/Public Company registered under	Certificate of Incorporation, copy of Articles of Association (in case of registered firm),	Details of Certificate of incorporation		

		Companies Act 2013 or a registered cooperative society or Proprietorship/Partnership firm and should be registered for more than 5 years as on date of closing of tender.	Bye Laws & certificates of registration (in case of registered cooperative society), Partnership deed (in case of partnership firm) and establishment registration certificate (in case of Proprietorship firm) should be attached.			
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2	OEM Undertaking	<p>A) The bidder shall be an original equipment manufacturer (OEM) <u>or</u> an authorized representative of the respective OEMs. Whenever an authorized Agent/Representative submit bid on behalf of the OEM, the same agent/representative shall not submit a bid on behalf of another OEM in the same tender for the same item/product.</p> <p>B) Bidder should</p>	<p>Authorization letter from the OEM specific to this tender as per Proforma given in Annexure 6 of CRIS EGCC (Including modifications). In case OEM bids directly, Self-certification and other document for being OEM.</p> <p>The authorization should include details of Tender No., Name and address of the OEM and the bidder authorized and details of the products for which the bidder has been authorized.</p>	Details of letters from all the OEMs whose products have been quoted be mentioned	Name of Product(s) as per each OEM's authorization be mentioned separately	File name of each OEM's authorization letter be mentioned here.
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		provide Authorization letter for all the products as per make & model offered in the bid in the SoR .				
3	Financial Turnover	The bidder should have average annual turnover in INR/domestic in India of Rs. 30.98 Cr. or above during the 03 financial years 2020-21, 2021-22, and 2022-23.	Audited copies of Balance Sheets/Profit & Loss Accounts/ Annual Reports of last three financial years i.e. 2020-21, 2021-22, and 2022-23. shall be submitted.	Details of Balance Sheets/Profit & Loss Accounts	Value of turnover for each year (as per “Qualifying Criteria for Bidder”) and average turnover for the specified period be mentioned.	File name of each year wise turnover be mentioned here
4	Relevant Project/ Work experience	The bidder/ OEM should have successfully completed/ executed work(s) for	iii. Copy of Purchase order(s) or Contract Agreement(s) issued by customer and/or	Details be furnished as a separate attachment in a tabular form as per format given below. Name of said attachment furnished on ireps be mentioned here.		File name of each PO and relevant details be mentioned here.

		<p>supply and installation & commissioning of similar nature of work in a Central/State Govt. Department/Organization/ Autonomous body/PSU/Semi-Govt. Organization/Local Body/Authority or a Public Listed Company in India having average annual Turnover of Rs.500 Crore & above during 2021-22, 2022-23, 2023-24 and</p>	<p>bidder</p> <p>iv. Copy of Work Completion / performance certificate issued by the customer.</p> <p>v. Certificate issued by company secretary in case of work executed at own Data center</p> <p>List of works to be given in tabular format giving details of Name of the Organization/supplier, PO No. & Date, Value of contract, Date of completion of</p>		
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		<p>current financial year up to the date of closing of this tender as per following criteria:</p> <ol style="list-style-type: none"> 1. Single order of at least Rs.2.17 crore of Purchase Order (PO) value. 2. The similar nature of work shall mean installation & commissioning of following technologies /Items 	<p>implementation, details of contact person with email/ Mobile no., Remarks if any.</p> <p>Note: In case of inability of bidder in submitting copy of Purchase order(s) or Contract Agreement(s) of customers due to an NDA (Non-Disclosure Agreement), the bidder is required to submit the copy of work completion and or performance certificate from the customer with the bid.</p> <p>However, the work completion or performance certificate should include the cost of</p>		
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		<p>(Any one or more) in single order as given below:</p> <p>A. Breach and Attack Simulation solution</p> <p>B. Security testing tools</p> <p>C. Vulnerability Assessment and Penetration testing tool</p> <p>D. SoC Security Products (SIEM, SOAR, EPP, WAF, etc.)</p> <p>Note: In case of</p>	<p>work as being mentioned in the table submitted against point 1 above. The bidder shall also furnish an undertaking as per format given in Annexure-XIII (in case of NDA), duly signed by authorised signatory of the bidder.</p>		
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		<p>work executed at the own managed Data Centre, the bidder has to submit the copy of PO(s)/contract agreement(s) issued by the bidder.</p> <p>Fulfilling above criteria and PO(s) of their customer using this ICT along with satisfactory performance certificate issued by the customer. These details submitted by the bidder need</p>			
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		to be certified by the Company Secretary.			
5	Declaration regarding banning/Suspension.	The bidder should not be currently Banned/Suspended with any Government of India Agency/ PSU on the date of closing of the Tender.	Self-certification /declaration in respect of banning/Suspend status is to be given by bidder's authorized signatory.	Details of letter be mentioned	File name of letter be mentioned here.
6	Quality Management System	<p>A. A) Bidder should have a valid ISO 9001:2015 Quality Management Certification on the date of closing of the Tender.</p> <p>B. B) Bidder</p>	Valid Certificate of each type from the certifying organization. The Bidder should ensure that the certificate should be valid for the contract period.		

		should have a valid ISO 27001:2013 Information Security Management Certifications on the date of closing of the Tender.			
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Note:

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

Bidders to note that the above required details should be furnished along with their bid. Failure to do so shall render the bidder liable for their bid being treated as non-responsive and for consideration as per details/ documents furnished with the bid.

Details of credentials/ documents furnished towards performance for similar Work qualification Criteria

SN	No. and date of work order /PO or any other associated documents specifying details of Relevant Project/ Work experience	Name of company/ organization who awarded the work order/ PO in Col (1)	Total value of the work order/ PO in Col (2)	Scope of work / items and their values in the work order/ PO (in Col (1)) that are proposed to be considered towards 'Relevant Project/Work experience' as per the Qualification Criteria for Bidder.			No. and date of completion certificates for the Scope of work / items, in each of the work order/ PO (in Col (1)) that are proposed to be considered towards 'Relevant Project/ Work experience' as per the Qualification Criteria	File name of the documents towards work orders, POs, associated documents, completion certificates, etc. attached with the bid on ireps be mentioned here.
				Scope of work / items (Please mention each scope of work/ item separately, wherever applicable)	Value of respective Scope of work / items	Total value of the Scope of work / items, in each of the work order/ PO (in Col (1)), that are proposed to be considered towards 'Relevant Project/ Work experience' as per the Qualification Criteria		
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

4. Annexure-V: Integration of Proposed Solution with List of Technology Devices/Tools already deployed in RIDC.

S. No.	Item Description	Make & Model
1	Cloud Management Platform	VMware VRealize and VMware vCenter
2	Active Directory	Microsoft Active Directory
3	LDAP	OPentext eDirectory
4	Database	Oracle,DB2,MS Sql,My Sql,Postgres,Sybase etc
5	Operating System	Red Hat,Solaris,HP-UX,AIX,Windows Server etc
6	App/Web Server	Apache,Tomcat,Weblogic,Websphere,Nginx,etc
7	SIEM	Innspark SIEM etc.
8	Backup Solution	Comvault Backup Solution.
9	Network Devices	AAA Server, Firewall, IPS, Router, Switches etc are from Leading OEM. Solution should also integrate with VMware NSX.
10	Email Server	HCL Dominos / HCL Notes
11	Hypervisor	RHEV,vSphere
12	Vulnerability Management Solution	Tenable.io
13	GRC	Leading OEM will be deployed
14	ITSM	Leading OEM will be deployed
15	Web Application Firewall	F5
16	Web Gateway	McAfee
17	E-mail Gateway	McAfee
18	Endpoint Protection	McAfee

5. Annexure-VI: Checklist for submission of Technical Evaluation

Checklist of documents to be furnished by the bidder for Special Conditions – Part II of the tender document for technical evaluation			
S.No.	Item	Reference for format/content to be provide	File name of the correspondin g document attached with the bid on ireps
1.	Bidder's Information -name, address and telephone number of the Bidder(s) as well as the name, designation, email ID and telephone number of the primary contact person of the Bidder responsible till the signing of the Contract.	Annexure-7 of CRIS EGCC (Including modifications)	
2.	Statement of Technical Deviation	To be filled in ireps	
3.	Bidding company's point wise compliance in Yes/No, against all items mentioned in the "Scope of work" – section 4 and 5 of this Tender listing all the numbered points	Section 4,5 6, 7, 8,9,Annexure -II and Annexure -III of special conditions (Part-II)	
4.	Compliance to OEM support, Warranty, Subscription Services to be provided by the bidder	Section 11,12 and 13 of special conditions (Part-II)	
5.	Bidder's point wise compliance to the Project Implementation schedule – section 21 & section 22 LD of this Tender. Implementation plan along with Details of Team structure along with Bio-data of all the proposed team members, who will execute this project.	Section 21 & 22 of special conditions (Part-II)	
6.	Bidder's point wise compliance to the Inspection and Acceptance Test Procedure (ATP) as per section 23 of this Tender	Section 23 of special conditions (Part-II)	
7.	Bidder's point wise compliance to the payment Terms as per section 24 of this	Section 24 of special	

	Tender	conditions (Part-II)	
8.	Bidder's Compliance to "Training" Section 27 along with Training Plan	Section 27 of special conditions (Part-II)	
9.	Bidder's compliance for "Documentation" section 28	Section 28 of special conditions (Part-II)	
10.	Bidding Company's proposed deployment architecture with diagrams, software component details, hardware component details	Section 28 (II) of special conditions (Part-II)	
11.	Schedule of Requirements –clearly mentioning the product offered –Quantity/Sub-component.	Reference Annexure-X of special conditions (Part-II)	
12.	Item wise compliance to Technical Specifications for all the offered products duly vetted by respective OEMs.	Reference Annexure-III of special conditions (Part-II)	
13.	Item wise compliance to Functional Requirement Specifications	Reference Annexure-II of special conditions (Part-II)	
14.	Item-wise BOM vetted by OEM and Bidder as per SOR	Sl. 5 in table 7 at clause 15.2 of special conditions (Part-II)	
15.	Undertaking from OEM for Product deployment criteria for key products offered in the subject tender – giving details of the installation (product model/version number, Financial year of deployment of product) ,	Reference Annexure-IX of special conditions (Part-II)	

	customer details including contact details		
16.	Undertaking from OEMs for product support lifecycle (specified in Annexure-VII) for items offered against the SoR	Format as per Annexure-VII of special conditions (Part-II)	
17.	Detail of support office in the format specified in Annexure-VIII. Documents giving complete details including contact person name, telephone no, address, etc.	Format as per Annexure-VIII of special conditions (Part-II)	
18.	Valid Certificates of ISO 9001:2015 Quality Management Certification, ISO 27001:2013 Information Security Management Certifications. The Bidder should ensure that certificate should be valid for contract period.	Section 7 (S.No. 9) of special conditions (Part-II).	
19.	Technical Literature of all the offered Products.	Section 28	
20.	Valid PO/Work Order/Completion Certificate etc demonstrating bidders experience in Integration of Offered/Similar Solutions	<ul style="list-style-type: none"> • Copy of Purchase order(s) or Contract Agreement(s) issued by customer and/or bidder • Copy of Work Completion / performance certificate issued by the 	

		<p>customer. List of works to be given in tabular format giving details of Name of the Organization/ supplier, PO No. & Date, Date of completion of implementation, details of contact person with email/ Mobile no., Remarks if any.</p>	
21.	Valid PO/Work Order/Completion Certificate etc demonstrating Successful Integration of Offered Solutions	<ul style="list-style-type: none"> • Copy of Purchase order(s) or Contract Agreement(s) issued by customer and/or bidder • Copy of 	

		<p>Work Completion / performance certificate issued by the customer.</p> <p>List of works to be given in tabular format giving details of Name of the Organization/ supplier, PO No. & Date,, Date of completion of implementation , details of contact person with email/ Mobile no., Remarks if any</p>	
22.	Details of ICT Infra Required on CRIS Cloud for Proposed Solutions	<ul style="list-style-type: none"> Requirement for ICT Infra should be provided as per format Annexure-XVI. 	

6. Annexure-VII: Undertaking Letter from OEM for Back-end support

The Bidder shall enclose certificates from OEM/s in the following format.

Authorization Letter, On Company letterhead

Dated : _____

To,
GM/Procurement,
CRIS, Chanakyapuri,
New Delhi – 110021.

Tender Reference: _____

Dear Sir,

We, _____ who are established and reputable manufacturers of _____ (name and description of goods) do hereby authorize M/s _____ our authorized Business partner and service provider to submit a bid, and sign the contract with you for goods manufactured by us against your above mentioned tender. We hereby confirm that the products offered are not declared end of life or are planned to be declared end of life in next three years from date of system commissioning. We will provide the backend support including software upgrades and ensure availability of spares for a period of 03 years. We will also be responsible for successful implementation of the offered products to ensure timely, efficient and optimized systems operations.

We assure you that in the event M/s _____ is not being able to fulfill its obligations as service provider of our products, we would continue to provide OEM warranty/ATS/ Subscription services through alternate available arrangements.

Yours faithfully

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

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

7. Annexure-VIII: Support Office Details

•

S. No	Support Office Address	Ist Level contact	2nd Level contact	3rd Level contact	Skill Set of support engineers	Spare Inventory
1						
2						
	Signature :					
	Name :					
	Company :					
	Seal :				Date:	

8. Annexure-IX: OEM Product Deployment Undertaking

Details of credentials/ documents furnished towards undertaking of product deployment

SNO	Product	OEM Name	Financial year of deployment of product	Details of product deployed/installed – model/version	Customer details – Customer name & Address	File name of OEM undertaking attached with the bid on ireps be mentioned here.
1	BAS Tool					
2						

OEM undertaking to be attached should be given by on company letter head. The letter should clearly state the information as described above along with declaration from OEM that the information provided is correct & the product was successfully commissioned.

9. Annexure-X: Schedule of Requirements

PLNO	Item Description	Quantity
001	Breach and Attack Simulation (BAS) solution subscription for three years for CRIS. (As per Technical Specification given in Annexure-II and III, S1 of Tender Document Part-II)	1 Nos.

10. Annexure-XI: Final Acceptance Testing Procedure

Following activities should be performed for Final Acceptance Testing

- 1.** Complete verification against Detailed Scope of Work as per Section 4,5 and section 7.
- 2.** Acceptance Test Procedure (ATP) for Breach and attack simulation (BAS) solution
 - i. Tests to verify compliance with the section of BAS functional requirements (Annexure -II) and technical specifications(Annexure -III)..
 - ii. Manufacturer's certificate / compliance statement to verify compliance for all clauses of technical and functional specifications/requirements of BAS except for clauses specified above.
 - iii. Manufacturer's certificate / compliance statement to verify compliance for all clauses of technical and functional specifications/requirements of BAS solution except for clauses specified above.

11. Annexure-XII: Test Certificates

- Preliminary Test Certificate

SUB: Preliminary Test Certificate

PURCHASE ORDER NO: _____

Dated: _____

Bidder Name: _____

Name of consignee: _____

Name of site: _____

Against the above mentioned purchase order, the items detailed below have been received on _____.

S. No.	PO - Item No.	Item Description	Qty.	Physical Check	Power ON Test Status	Firmware / Software	Remarks

It is certified that the above mentioned items confirms the specifications/requirements of the purchase order and all the items required as per purchase order, have been delivered to consignees as per terms and conditions of purchase order.

Bidder Representative

CRIS Representative

Signature:

Name:

Designation:

Date:

- Final Acceptance Testing Certificate

SUB: Final Acceptance Test Certificate

PURCHASE ORDER NO: _____

Dated: _____

Bidder Name: _____

Name of consignee: _____

Name of site: _____

Date of Final Acceptance: _____

Against the above mentioned Purchase Order, the items detailed below :

S. No.	PO - Item No.	Item Description	Qty.	Device Serial No./License number	Remarks

It is certified that the above-mentioned items confirms the specifications/requirements of the purchase order and all the items required as per purchase order, have been successfully installed, configured, tested and made operational an as per requirements of purchase order.

The vendor has submitted detailed installation report, Acceptance Test Report and all relevant document as specified in the tender.

Bidder Representative

CRIS Representative

Signature:

Name:

Designation:

Date:

- System Commissioning Certificate

SYSTEM COMMISSIONING CERTIFICATE

Sub: System Commissioning certificate

PURCHASE ORDER NO: _____

Dated: _____

Bidder Name: _____

Name of consignee: _____

Name of site: _____

Against the above mentioned purchase order, the items detailed below have been successfully commissioned after installation and testing. The training as required has also been provided by the bidder as per specifications in the PO. All the supply/delivery/commissioning formalities under the contract/purchase order have been fulfilled /complied by the supplier.

S. No.	PO - Item No.	Item description	Qty.	Remarks

The vendor has submitted OEM warranty/ATS/ Subscription support documents for all equipment & software.

Bidder Representative

CRIS Representative

Signature:

Name:

Designation:

Date:

12. Annexure-XIII: Declaration Form in case of NON DISCLOSURE AGREEMENT (NDA)

No.....

Dated

To,
The Managing Director,
CRIS, Chanakyapuri,
New Delhi, Pin- 110021

Dear Sir,

Sub: - CRIS, New Delhi's Tender No.....

I / we, the undersigned do hereby declare that we will not be able to share the information (mentioned below) requested by CRIS since we are under obligations of confidentiality with respect to our previous and current contractual assignments.

Information (for which supporting documents cannot be shared) –

Place-

Date-

Yours faithfully,

Signature of the bidder

With seal

(This form shall be duly filled-up on the letter head of the bidder and signed by the bidder & submitted along with the original copy of the Bid.)

13. Annexure-XIV: Make and Model of Each Component offered in Proposed Solution

Details of Make and Model of all Components offered in Proposed Solution

SNO	Product	OEM Name/Make	Model
1	BAS solution		

*Please list all applications/System Software Offered as part of the proposed Solution.

14. ANNEXURE XV- NON-DISCLOSURE AGREEMENT FOR CONFIDENTIALITY

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into on _____ by and between the undersigned parties on the date specified below

WHEREAS, both the Party possess certain confidential proprietary information; and

AND

WHEREAS, in connection with the pursuit, evaluation and/or feasibility of a business relationship, and/or the consummation of a transaction (collectively, the "Business Purposes") between the two parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-venture, trading partners, employees and other organizations (hereinafter referred to as Affiliates), confidential proprietary information of one Party may become available to the other Party.

AND

WHEREAS, both the Parties desire to prevent the unauthorized use and disclosure of its confidential proprietary

information.

NOW THEREFORE, in consideration of these premises and for other goods and valuable consideration, Receipt of which is hereby acknowledged, the parties agree as follows:

I. "Confidential Information". For purposes of this Agreement, Confidential Information shall mean all strategic and development plans, financial condition, business plans, co-developer identities, data, business records, customer lists, project records, market reports, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by one Party or to which the other Party may be provided access to by the disclosing Party or others in accordance with this Agreement, or which is generated as a result of, incidental to or in connection with the Business Purposes, which is not generally available to the public.

II. Non-disclosure Obligations. The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:

- d) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure;
- e) not to use any of the Confidential Information except for the Business Purposes.

- f) not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Non- Disclosure Agreement.
- f) not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Party in any commercial activity which may be comparable to the commercial activity contemplated by the parties in connection with the Business Purposes.
- g) to restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out the Business Purposes.
- 5. to advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon Request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons.
- 6. to comply with any other reasonable security measures requested in writing by the Disclosing Party.
- 7. to refrain from directly contacting or communicating by whatsoever means to the Source(s) of Information without written consent of the Disclosing Party.
- 8. to undertake not to disclose any names and their particulars to third parties without the written consent by the Disclosing party.

III. Exceptions. The confidentiality obligations hereunder shall not apply to Confidential Information which:

- 23. is, or later becomes, public knowledge other than by breach of the provisions of this Agreement; or
- 24. is in the possession of the Party with the full right to disclose prior to its receipt from the Disclosing Party, as evidenced by written records; or
- 25. is independently received by the Receiving Party from a third party, with no restrictions on disclosure.

IV. Return of Confidential Information. The Receiving Party agrees, upon termination of the Business Purposes or upon the written request of the other Party, whichever is earlier, to promptly deliver to the other Party all records, notes, and other written, printed, or tangible materials in the possession of the Receiving Party, embodying or pertaining to the Confidential Information.

V. No Right to Confidential Information.

- iv. The Receiving Party hereby agrees and acknowledges that no license, either express or implied, is hereby granted to the Receiving Party by the other Party to use any of the Confidential Information.
- v. The Receiving Party further agrees that all inventions, improvements, copyrightable works and designs relating to machines, methods, procedures, practices, compositions, or products of the other Party directly resulting from or relating to the Confidential Information and the right to market, use, license and franchise the Confidential Information or the ideas, concepts, methods or

practices embodied therein shall be the exclusive property of the other Party, and the Receiving Party has no right or title thereto.

- iii. No Warranty. The Disclosing Party has not made and will not make any representation or warranty as to the accuracy or completeness of its Confidential Information or of any other information provided to the Receiving Party, and the Receiving Party agrees that the Disclosing Party shall have no liability resulting from the use of the Confidential Information or such other information.
- iv. No Commitment. The disclosure of Confidential Information does not and is not intended to, represent a commitment by the Disclosing Party to enter into any business relationship with the Receiving Party or with any other entity. If the Parties desire to pursue business opportunities, they will execute a separate written agreement to govern such business relationship.
- v. Compelled Disclosure. If the Party faces legal action to disclose Confidential Information received under this Agreement, then the Party shall promptly notify the other Party in order that it may have the opportunity to intervene and contest such disclosure and, upon request, shall cooperate with the other Party in contesting such a disclosure. Except in connection with failure to discharge the responsibilities set forth in the preceding sentence, neither Party shall be liable in damages for any disclosures pursuant to such legal action.
- vi. Losses. The Receiving Party agrees to indemnify the other Party against any and all losses, damages, claims, or expenses incurred or suffered by the other Party as a result of the Receiving Party's breach of this Agreement.
- vii. Communication: The two parties agree that the communication between the parties is considered delivered to the other party if transmitted by fax or electronic means with proof of sending machine. All notices under this Agreement shall be deemed to have been duly given upon the mailing of the notice, postpaid to the addresses listed above, or upon the facsimile transmission, to the party entitled to such notice at the facsimile number set forth below or by e mail.
- viii. Counterparts. Either the original or copies of this Agreement, may be executed in counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument.
- ix. No Solicitation of Employees. The Receiving Party agrees that it will not, for a period of five (5) years from the date of this Agreement, initiate contact with the other Party's employees in order to solicit, entice or induce any employee of the other Party to terminate an employment relationship with the other Party to accept employment with the Receiving Party.

XIII. Term and Termination. This Agreement shall commence on the date of signing of this agreement written below. The Receiving Party's right to use the Confidential Information in connection with the Business Purposes shall continue in effect until the period of one year from the date above or the other Party provides the Receiving Party with written notice of termination of such right, whichever is earlier. Notwithstanding the foregoing, the Receiving Party's obligations with respect to the Confidential Information hereunder shall continue in full force for at least five years from the termination date and/or effect until further notice from the other Party.

XIV. Remedies. The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to

ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity.

XV. Entire Agreement. This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this Agreement. This Agreement shall not be modified except by a writing duly executed on behalf of the party against whom such modification is sought to be enforced. Should any provisions of this Agreement be found unenforceable, the remainder shall still be in effect.

XVI. No Waiver. The failure of either Party to require performance by the other Party of any provision of this Agreement shall in no way affect the full right to require such performance at any time thereafter.

XVII. Successors and Assigns. This Agreement shall be binding on Party's Representatives, permitted assigns, and successors of the Parties and shall inure to the benefit of Representatives, assigns and successors of the Parties.

XVIII. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of India.

- i. **Jurisdiction:** Courts in New Delhi only shall have jurisdiction.
- ii. **Modification:** This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.
- iii. Legal Address of the Parties:

Party A:

Party B:

15. Annexure-XVI :-Details of ICT Infra(CRIS Cloud) required for hosting of Breach and Attack Simulation Solution Agents

S.No	Solution Name	No of VMs	RAM(In Gb)/VM	No of Core/VM	Storage
1	Breach and Attack Simulation				
2	Other				

16. Annexure-XVII Certificate from Bidder for Compliance- Land Border with India

Certificate from Bidder for compliance (to be uploaded/attached along with their Bid/Offer)

I have read the clause/Para regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

(a). I certify that M/s (name of Bidder) is not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I also certify that M/s will not offer any products/services of entity from such countries unless such entity is registered with the Competent Authority.

Or

(b) I certify that M/s (name of Bidder) is from such a country and has been registered with the Competent Authority. I also certify that M/s has products/services of entity from such countries and these entity/entities are also registered with the Competent Authority. I also certify that M/s has sub-contracted some work to a contractor from such countries and that such contractor is registered with the Competent Authority.

I hereby certify that M/s (name of Bidder) fulfils all requirements in this regard and is eligible to be considered.

I hereby acknowledge that in the event of acceptance of my bid on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law.

(Signature & Name of Authorized person of the Bidder)

Name & address of the Bidder with stamp

Note:

1. Give certificate for either (a) or (b)
2. Where applicable, evidence of valid registration by the Competent Authority shall be attached/uploaded along with the bid/offer.
3. Bidders are advised to attach/upload the certificate duly signed by authorized person of the Bidder and duly stamped along with their Bid/Offer.

Response to the Bidder/OEM queries against tender no. 01245169 Breach and Attack Simulation (BAS) solution subscription for three years for CRIS						
Sr.No	Clause no	Document/Reference	Clarification Sought/Query	CRIS Response	Query Related to	corrigendum required or not
1	SEC. NO. G Page No. 49 Point No. 6	The solution provider will provide public URLs, phishing Domain, sender email IDs etc. resembling CRIS domains required for Simulation campaign at no extra cost.	Since there is nowhere mentioned in the scope weather we have to manage the solution and CRIS team will do it.Please help us understand how many cycles of phishing / awareness activities needs to be done in an year if managed service is to be provided. Accordingly we will help out with look alike CRIS domain. We have a domain library in the solution which is being updated on monthly basis.	The RFP is for BAS Platform on MeITY empanelled Cloud.CRIS shall operate the platform and run the Solution.	ISG	Reply
2	Section 4 , clause 1 page no 5	1) The Bidder shall provide cloud software/platform as a service BAS solution as per functional (annexure -II) and technical (annexure-III) requirements provided in this document	We respectfully request the consideration of an amendment to the RFP to include the option for an on-premise deployment of the Breach and Attack Simulation (BAS) solution. An on-premise solution can enhance data security by leveraging existing infrastructure and offer more control over sensitive information, ensuring compliance with internal security policies. This flexibility will allow us to tailor our solution to best meet the operational and security needs of CRIS/IR.	No Change,The clause is self-explanatory. please refer to bid document for more clarifications.	ISG	Reply
3	Section 4.2 , clause 4.2.35 page no 9	The solution is provided by the bidder as Platform as a Services(SaaS) in the public cloud. Its availability will be ensured by Bidder/OEM	We respectfully request the consideration of an amendment to the RFP to include the option for an on-premise deployment of the Breach and Attack Simulation (BAS) solution. An on-premise solution can enhance data security by leveraging existing infrastructure and offer more control over sensitive information, ensuring compliance with internal security policies. This flexibility will allow us to tailor our solution to best meet the operational and security needs of CRIS/IR.	No Change,The clause is self-explanatory. please refer to bid document for more clarifications.	ISG	Reply
4	section 8, clause 8.3 page no 11	As the solution is provided by bidder as Software as a Services(SaaS) in public cloud, DR-BCP and availability of this solution will be ensured by Bidder/OEM.	We respectfully request the consideration of an amendment to the RFP to include the option for an on-premise deployment of the Breach and Attack Simulation (BAS) solution. An on-premise solution can enhance data security by leveraging existing infrastructure and offer more control over sensitive information, ensuring compliance with internal security policies. This flexibility will allow us to tailor our solution to best meet the operational and security needs of CRIS/IR.	No Change,The clause is self-explanatory. please refer to bid document for more clarifications.	ISG	Reply
5	section 15.2, Table 7, clause 9 page 22	The key products offered in the subject tender – Breach and Attack Simulation (BAS) software should have at least 3 deployments in the Data Centre in India for each product in the preceding 3 financial years including current year up to date of closing of this tender. i.e., 2020-21, 2021-22, and 2022-23 current financial year up to the date of closing of tender	We seek clarification on whether the requirement for key products to have at least three deployments in Indian data centers can be met by installations in any of the specified financial years (2020-21, 2021-22, 2022-23) or if it is mandatory to have deployments in each of these years. If the latter is the case, we respectfully request that the requirement be amended to allow three deployments in any of the mentioned years to encourage wider participation.	No Change,The clause is self-explanatory. please refer to bid document for more clarifications. The offered should have at least 3 deployments in the Data Centre in India in the preceding 3 financial years including current year up to date of closing of this tender. i.e., 2020-21, 2021-22, and 2022-23 current financial year up to the date of closing of tender	ISG	Reply
6	"Annexure III, Technical Specifications F - Control Techniques Assessment" clause 2 page 47	Solution should support to create user profile for all users for phishing testing and campaigning, phishing awareness, simulation and campaigning attack.	This point should be part of G section where entire specifications for Phishing Campaign been asked	Please refer Corrigendum	ISG	Reply+Corrigendum

7	"Annexure III, Technical Specifications D - Use Case Support "clause 1 page 42	The Solution should have Ability to simulate breach methods across the complete cyber-attack Full kill chain including NIST MITRE attack complete framework (e.g., infiltration, exfiltration etc.) and provide detailed report.	Please remove NIST as NIST doesnt have any full kill chain. NIST is inappropriate here.	Please refer Corrigendum	ISG	Reply+Corrigendum
8	Section 27, TrainingV clause35	V. Operationalizing Mitigation	The training should be provided on an environment which has all these technologies built in like a cyber range or will the CRIS provide the environment for the training?	Environment for training to be provided by Bidder/OEM	ISG	Reply
9	Section 27, TrainingV clause35	Operationalizing Mitigation	In case the environment is not provided by CRIS, Will the bidder show the training on their own licenses and software which are available in their environment or CRIS would like to see the training using their own technologies which are running in their environment.	The Bidder to provide the training from OEM/OEM Authorised partner.	ISG	Reply
10	Section 27, TrainingXI clause35	phishing simulation	Do we need to do the phishing simulation training for the mentioned 25 users only?	Training to be provided to 25 CRIS personnels.	ISG	Reply
11	Section 27, TrainingX clause35	Incident Response Drill	Is Incident Response Drill training needs to be given or we need to perform this at a particular frequency in a Simulated environment. If yes, what will be the frequency of the same in the 3 year period of contract?	Training frequency is already mentioned in bid document part-II and the date & venue may be decided during project implementation	ISG	Reply
12	Annexure – III: Technical Specifications 5 clause 42	The proposed solution should have Mechanism/suggest to identify remediation options and recommendations, prioritize severity of test findings and actionable remediation for each security control.	The BAS solution is asked for to have a remediation for different tools. In the training do we need to demonstrate remediation for different tools or only BAS usage training?	The Bidder may showcase remediation specific to BAS solution offered and its use cases.	ISG	Reply
13	Section No.14.1 Clause No.4 Page No17	Single order of at least Rs.2.17 crore of Purchase Order (PO) value	Solution should be deployed in at least 5 large customers in India for last 3 Years or at least 3 Govt undertakings companies for last 2 years (This is to ensure stability and reputation of solution in Industry)	No Change		Reply
14	Section No.14.1 Clause No.4 Page No17	The similar nature of work shall mean installation & commissioning of following technologies/Items (Any one or more) in single order as given below: A. Breach and Attack Simulation solution B. Security testing tools C. Vulnerability Assessment and Penetration testing tool D. SoC Security Products SIEM, SOAR, EPP, WAF, etc.	Experience should be considered only for BAS as BAS is altogether a different technology it cannot be compare with SIEM, SOAR, EPP, and VM solutions.	No Change	ISG	Reply
15	Section 15.2 Clause No. 7 Page No 21	Customer Support Office. The Bidder/OEM should provide the support office details, availability of support of Bidder/OEM in India.	OEM should have a support centre and level 3 escalation (highest) located in India. (This is to get local support in India time zone)	No Change	ISG	Reply
16	Annexure III Clause No.C sub point 1 Page No42	The solution must validate the effectiveness of endpoint security control effectiveness by simulation all the possible attack patterns/methods/techniques.	Please describe the attack patterns & technique's i.e. Solution should do signature based attacks, behaviour based attacks, rootkits, DLL sideloading	The clause is self-explanatory. please refer to bid document part-II for more clarifications.	ISG	Reply
17	Annexure III Clause No.C sub point 2 Page No42	The solution must validate network security control effectiveness by simulation all the possible attack patterns/methods/techniques.	Please describe the attack patterns & technique's i.e. In webgateway attack it should do inbound outbound attacks, in lateral movement it should test network segmentation attacks	The clause is self-explanatory. please refer to bid document part-II for more clarifications.	ISG	Reply
18	Annexure III Clause No.C sub point 3 Page No42	The solution must validate Email security control effectiveness by simulation all the possible attack patterns/methods/techniques.	Please describe the attack patterns & technique's you are looking for i.e. Email attack should cover techniques like forged extensions, link rewriting, email policy type check.	The clause is self-explanatory. please refer to bid document part-II for more clarifications.	ISG	Reply
19	section 24 Payment Terms page 32	50% of the cost of BAS Solution (As per SoR, PLNO 001). Cost of 1st Year for PLNO 001 shall be referred from Cost provided in Section 24.1 Remaining 50% will be paid half-yearly in two equal instalments	Please change it to 80% after delivery of licenses & 20 % after success full installation & commissioning for the first year.	No Change	Finance Opinion	Reply

20	section 24 Payment Terms page 32	25% of the 2 nd Year cost of PL NO-001: Breach and Attack Simulation (BAS) Software/Solution (BAS) per Quarter for 2 nd Year Page 32 of 84 Subscription [detailed description as per tender documents/ SOR]	Please change it to 25% Quarterly advance.	No change	Finance Opinion	Reply
21	section 24 Payment Terms page 32	25% of the 3rd Year Cost of PL NO-001: Breach and Attack Simulation (BAS) Software/Solution per Quarter for 3rd Year Subscription[detailed description as per tender documents/ SOR] Cost of 3rd Year for PLNO-001: Breach and Attack Simulation (BAS) Software/Solution shall be as per Section 24.1 and the same shall be paid on quarterly basis, as above after deducting necessary penalties/ recoveries etc., if any.	Please change it to 25% Quarterly advance.	No change	Finance Opinion	Reply
22	page 17 clause 14.1	The bidder/ OEM should have successfully completed/ executed work(s) for supply and installation & commissioning of similar nature of work in a Central/State Govt. Department/ Organization/Autonomous body/ PSU/Semi-Govt. Organization/ Local Body/Authority or a Public Listed Company in India having average annual Turnover of Rs.500 Crore & above during 2021-22, 2022-23, 2023-24 and current financial year up to the date of closing of this tender as per following criteria: 1. Single order of at least Rs.2.17 crore of Purchase Order (PO) value. 2. The similar nature of work shall mean installation & commissioning of following technologies /Items (Any one or more) in single order as given below: A. Breach and Attack Simulation solution B. Security testing tools C. Vulnerability Assessment and Penetration testing tool D. SoC Security Products (SIEM, SOAR, EPP, WAF, etc.)	We request CRIS to clarify what is encompassed under "SoC Security Products (SIEM, SOAR, EPP, WAF, etc.)". Given the use of "etc.", can firewalls, Email/Webgateway Security be considered part of this category? As the Scope here is also similar to it.	No Change. The Specified and other security solutions shall be considered.	ISG	Reply
23	page 17 clause 14.1	The bidder/ OEM should have successfully completed/ executed work(s) for supply and installation & commissioning of similar nature of work in a Central/State Govt. Department/ Organization/Autonomous body/ PSU/Semi-Govt. Organization/ Local Body/Authority or a Public Listed Company in India having average annual Turnover of Rs.500 Crore & above during 2021-22, 2022-23, 2023-24 and current financial year up to the date of closing of this tender	We request CRIS to modify "The bidder/ OEM should have successfully completed/ executed work(s) for supply and installation & commissioning of similar nature of work in a Central/State Govt. Department/ Organization/Autonomous body/ PSU/Semi-Govt. Organization/ Local Body/Authority or a Public Listed Company in India having average annual Turnover of Rs.300 Crore & above during 2021-22, 2022-23, 2023-24 and current financial year up to the date of closing of this tender.	No Change.	Finance Opinion	Reply
24	2. Annexure – III: Technical Specifications clause 2 page 40	The Simulation agent solution should be compatible on Windows, Linux (All flavours including but not limited to Ubuntu, RHEL, Cent OS), MAC OS etc.	The Simulation agent solution should be compatible on Windows, Linux (Like Ubuntu) MAC OS etc.	No Change.	ISG	Reply
25	2. Annexure – III: Technical Specifications clause 5 page 42	The proposed solution should have Mechanism/suggest to identify remediation options and recommendations, prioritize severity of test findings and actionable remediation for each security control	The proposed solution should have Mechanism/suggest to identify remediation options and recommendations, prioritize severity of test findings and actionable Mitigations as per Mitre Att&ck framework for each security control.	No Change.	ISG	Reply
26	2. Annexure – III: Technical Specifications clause 6 page 43	The solution must be able to Represent threat Risk scores (Low, Medium, High, Critical) based on proven cybersecurity risk assessment models.	The solution must be able to give details whether the attack is passing (Not Prevented) /failing (Prevented) when simulated that will help CRIS in fixing the gap identified.	No Change.	ISG	Reply

27	2. Annexure – III: Technical Specifications clause 31 page 45	Solution should Provide risk-based prioritization of threats which helps the internal team to focus the remediation efforts. Suggest recommendations to mitigate the risks/threats identified with actionable intelligence.	Solution should Provide details regarding attack action performed of threats and its status(Pass/Fail) which helps the internal team to focus the remediation efforts. Suggest recommendations to mitigate the risks/threats identified with actionable intelligence.	Please refer Corrigendum	ISG	Reply+Corrigendum
28	6. Service Model of Various Component offered clause 1 page 10	Module (The modules should cover all functional/technical requirement given in Section 4.5, Annexure II and III) /Agents (minimum 100 Agents installed) /Subscription for three years	As asked in the RFP all the attacks are to be non-destructive. Please elaborate where these 100 agents shall be deployed. Please help with the architecture. The agents should not be hard bounded to specific simulation. The agents has to be flexible agents without any boundation which will give more flexibility to CRIS to sfhit agents as required for specific usecase simulation. Also the flexible agents must cover cover the endpoint & network agents.	The agents will be deployed in CRIS/IR-DC/DR and other Indian Railways locations(if required).	ISG	Reply
29	Section 13 "Tender document Part-II_ver2 "clause13.1 Page No: 16	PERFORMANCE CUM WARRANTY Bank GUARANTEE(PWBG): The successful bidder(s) shall submit to CRIS a Performance cum Warranty Bank Guarantee (PWBG) amounting to 10% of the total value of the Contract within 21 days of receiving the LOA	In reference to Ministry of Finance, GOV of India Circular No: F.1/2/2023-PPD, Dtd 01/01/2024 for Amendment in Performance Security % (General Financial Rules, 2017 - Rule 171 (i)). Copy of circular is enclosed for reference. We requesting you to amend Performance Security % to 3-5% of the contract value.	No Change.	Purchase	Reply
30	section 14 "Tender document Part-II_ver2 Page No: 16"clause14.1.d.4	Relevant Project/Work Experience: The bidder/ OEM should have successfully completed/ executed work(s) for supply and installation & commissioning of similar nature of work in a Central/State Govt. Department/ Organization/Autonomous body PSU/Semi-Govt. Organization/ Local Body/Authority or a Public Listed Company in India having average annual Turnover of Rs.500 Crore & above during 2021-22, 2022-23, 2023-24 and current financial year up to the date of closing of this tender	Is OEM work order credentials are acceptable to qualify Bidder (other than OEM), Kindly confirm.	The clause is self-explanatory. please refer to bid document part-II for more clarifications.	ISG	Reply
			Kindly accept, successfully completed/ executed work(s) experience for supply and installation & commissioning of similar nature of work in BFSI customer.	No Change. The clause is self-explanatory.	ISG	Reply
			Security Services is a part of Managed Services work order, where Cost of Similar Work can be confirm from bill of material supplied. Also no any client providing Cost of any specific work completed in completion/experience certificate. We request you to accept Chartered Accountant Certified Certificate to confirm/validate Cost of Similar Work completed.	No change	ISG	Reply
31	section 15.3 "Tender document Part-II_ver2 Page No: 25"clause 15.3	This tender is being issued with the stipulation of e-RA on IREPS Portal	In e-RA to get order, bidders can lower the price at extreme level, where Quality of Work may get impact during order execution as it involve supply from OEM's. In view of Quality of Work, we request you to kindly remove Reverse Auction clause.	No Change.	Purchase	Reply
32	"NIT Page No: 1" clause 1	Earnest Money (INR): Rs. 10,50,000/-	We request you to kindly accept EMD in the form of Bank Guarantee also.	No Change.	Purchase	Reply

Corrigendum for tender no. 01245169 Breach and Attack Simulation (BAS) solution subscription for three years for CRIS

SNo	RFP Reference (Section & Clause)	Clause No	Original Clause	Revised Clause
1	2. Annexure – III: Technical Specifications	Page 47 clause F 2	Solution should support to create user profile for all users for phishing testing and campaigning, phishing awareness, simulation and campaigning attack.	This clause is added/shifted in part of G - Phishing Simulation Solutions (1500 users) section at point 28
2	2. Annexure – III: Technical Specifications	Page 42 clause D 1	The Solution should have Ability to simulate breach methods across the complete cyber-attack Full kill chain including NIST MITRE attack complete framework (e.g., infiltration, exfiltration etc.) and provide detailed report.	The Solution should have Ability to simulate breach methods across the complete cyber-attack Full kill chain including MITRE attack complete framework (e.g., infiltration, exfiltration etc.) and provide detailed report.
3	2. Annexure – III: Technical Specifications	Page 45 clause D 31	Solution should Provide risk-based prioritization of threats which helps the internal team to focus the remediation efforts. Suggest recommendations to mitigate the risks/threats identified with actionable intelligence.	Solution should Provide details regarding attack action performed of threats and its status(Pass/Fail) which helps the CRIS team to focus on the remediation efforts. Suggest recommendations to mitigate the risks/threats identified with actionable intelligence.
4	29. Make In India Compliance	Page 36	<p>29. Make In India Compliance:</p> <p>1. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order No.-P-45021/2/2017-PP (BE-II) dt.4th June 2020 issued by Ministry of Commerce and Industry & reiterated by Railway Board Order No.-2020/RS (G)/779/2 dt.12.06.2020 as read with Order No.-P-45021/2/2017-PP (BE-II) dated September 16, 2020 of Ministry of Commerce and Industry & reiterated by Railway Board Order no.- 2020/RS (G)/779/2/Pt.1 dt.25.09.2020, along with subsequent instructions in this regard which have been issued till closing of this tender, shall be eligible to bid in this tender. OM No.-P-45021/102/2019-BE/II/Part (1) (E-50310) dt 04/03/2021 of Ministry of Commerce and Industries & reiterated by Railway Board Order No.- 2020/RS (G)/779/2-Pt-I dt.17.05.2021 shall also be applicable.</p> <p>2. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the local content requirement of minimum 50%.</p> <p>3. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the local content requirement of minimum 20% but less than that prescribed for 'Class-I Local Supplier'.</p> <p>4. 'Non local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II Local Supplier'. Any offer submitted by 'Non local supplier' against this tender shall not be considered and summarily rejected.</p> <p>5. The margin of Purchase Preference to 'Class-I local supplier' shall be 20%. 'Class-II local supplier' shall not be eligible for any Purchase Preference in this tender.</p> <p>6. In subject tender, the contract may be awarded to multiple bidders subject to matching of L1 rates or otherwise, as per Award/Quantity Splitting Criteria mentioned in clause-15.2, 15.3 & 15.4 of this Bid Document (Part-II). 'Class-I Local Supplier' shall get purchase preference over 'Class-II Local Supplier', as per following procedure:</p> <p>A. If 'Class-I Local Suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidder as per Award/Quantity Splitting Criteria mentioned in clause-15.2 & 15.3 of this Bid Document (Part-II). However, in case 'Class I local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class-II local suppliers' provided that their quoted rate falls within 20% margin of preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity. Splitting of quantity among the same class of bidders (as per Local Content) shall be as per Award/Quantity Splitting Criteria mentioned in clause-15.2 & 15.3 of this Bid Document (Part-II).</p> <p>B. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'class-I local supplier', falling within 20% margin of purchase preference, and so on. Orders issued by Ministry of Commerce and Industry &/or reiterated by Railway Board from time to time.</p> <p>7. Verification of Local Content: The bidders are required to furnish required Certificate as defined in Para-9 of Order No.P-45021/2/2017-PP (BE-II) dated September 16, 2020. Submission of the requisite Certificate for verification of Local Content is mandatory.</p> <p>8. Definitions of various terminologies w.r.t. Public Procurement (Preference to Make in India) Order-2017 shall be as per various Orders issued by Ministry of Commerce and Industry &/or reiterated by Railway Board from time to time.</p>	<p>Make in India clause has been replaced by MeitY's Notifications regarding Public Procurement (Preference to Make in India) for Cyber Security Products dt.06.12.2019,</p> <p>29. 1) Since the items in the subject tender are Cyber Security Products as per MeitY's Notification dt.06.12.2019, MeitY's Notifications regarding Public Procurement (Preference to Make in India) for Cyber Security Products. Therefore, Meity notification is applicable against the subject tender, along with subsequent amendments, if any.</p> <p>2) 'Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the local content requirement of minimum 60%.</p> <p>3) Purchase Preference to domestically developed/manufactured/ produced Cyber Security product shall be given as defined in MeitY's Notifications regarding Public Procurement (Preference to Make in India) for Cyber Security Products-2019.</p> <p>4) The Local Supplier at the time of tender, bidding, solicitation shall provide Self-Declaration that the item offered meets the definition of 'Local Supplier' of domestically developed/manufactured/produced Cyber Security Products as per Clause-4 of MeitY's Notification dt.06.12.2019. Format of the Self-Declaration shall be as per Annexure-II of MeitY's Notification dt.06.12.2019.</p> <p>5) Above conditions will automatically get updated/revised as per subsequent amendment(s), if any, issued by MeitY w.r.t. Public Procurement (Preference to Make in India) for Cyber Security Products.</p>