

RailTel Corporation of India Ltd

(A Nav Ratna PSU under Ministry of Railways)

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI No.: RCIL/NR/RO/EOI/MKTG/TNDR/COR/2024-25 dated 07-09-2024

Expression of Interest (EOI) for RailTel empaneled Business Associates for exclusive PRE-BID TEAMING ARRANGEMENT for “Strengthening of campus networking and surveillance system of IGNOU”.



Issued by:

RailTel Corporation of India Ltd
(A Nav-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	Strengthening of campus networking and surveillance system of IGNOU
Bid ID	GEM/2024/B/5190639
Date of floating	24-07-2024
Corrigendum	Dated 13.08.24, 28.08.24 & 30.08.24
Floated on portal	Government e Marketplace Portal (gem.gov.in)

Snapshot of the Tender details from the portal

The screenshot displays the GeM (Government e Marketplace) portal interface. At the top, there's a navigation bar with options like English, Dark Mode, Font Size, and Skip to Main Content. Below this, the main header includes the GeM logo, a search bar with the placeholder 'Looking for something on GeM?', and links for Forward Auction, Bids, Login, and Sign Up. The main content area shows a 'Bid Listing' section with a search filter set to 'Contains GEM/2024/B/5190639'. A message states: 'It may take up to 15 mins to reflect newly published bids or any modification in bids to show up in search results.' Below this, a 'Filters' sidebar on the left allows filtering by 'Ongoing Bids/RA' and 'By Bid Type' (All Bid/RAs, Product Bid/RAs, Service Bid/RAs, Bid To RAs). The main results area shows 'Showing 1 - 1 records of 1 records' and lists the bid details for GEM/2024/B/5190639. The bid details include: Item: SITC OF NETWORK ACTIVE COMPONE..., Quantity: 5, Department Name And Address: Ministry of Education, Department of Higher Education, Start Date: 24-07-2024 5:06 PM, and End Date: 12-09-2024 3:00 PM. There are 'Prev', '1', and 'Next' navigation buttons at the bottom of the results list.

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 (IGNOU) 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/IGNOU/2024-25 dated 10-09-2024

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 “Strengthening of campus networking and surveillance system at IGNOU.

The details are as under:

SCHEDULE OF EVENTS

1	Date of EOI Floating	07-09-2024
2	Last date for submission of Bids against EOI	10-09-2024 at 15:00 Hours
3	Opening of Bids received against EOI	10-09-2024 at 15:30 Hours
4	Mode of Bid Submission	Single Stage (Two Packet System)
5	EOI processing fee inclusive tax (non-refundable)	Rs.8,850/- (As per Envida portal fees)
6	Bid Validity Period	180 Days from Last Date of Bid Submission
7	Delivery Period	90 Days
8	Estimated Cost of Tender	Rs. 10,80,00,000/-
9	EMD for Pre-Bid Arrangement	Rs.10,80,000/- (Ten Lakhs Eighty thousand.)
9a	Token EMD	Rs. 5,00,000/- (Rs. Five Lakhs only) to be paid online on eNivida portal along with the EOI.
9b	Balance EMD	Rs. 5,80,000/- (Rs. Five Lakhs Eighty 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 and forfeiture of token EMD.
10	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. 5,80,000/- (Rs. Five Lakhs Eighty Thousands) 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: Sh. Dev Kumar, AGM/Marketing.

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

2: Name: Sh. Pushpender Kumar, GM/Marketing.

Email: pushpenderkumar@railtelindia.com Contact: +91- 9871146592

//* CoR stands for Customer of RailTel

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, Make & Model** and **HSN Code** of each component offered in Proposed Solution / Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. (details must be provided as per Appendix-A of EOI)
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. **Appendix B-** Technical Specifications& Corrigendum issued by CoR on dated 01.08.2024 of each items mentioned in BOQ.

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 “Nav Ratna” 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 IGNOU (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 IGNOU (End Customer Organization) For **“Strengthening of campus networking and surveillance system of IGNOU”**.

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 shall be summarily 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.

“Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.”

Additional scope of work as per Corrigendum of CoR:

- a) All the migration job of shifting of entire hardware and equipment from older racks to the new racks is in the bidder's scope.
- b) Bidder has to bear all the expenses to shift all network as well as electric cabling including optical fiber.
- c) Bidder has to complete all the work in a live environment with having zero downtime.

Project Warranty and support duration (Warranty):

- a) The entire project warranty and support duration will be five (05) years
- b) L1 will be decided purely on the rates of initial project cost including five (05) years warranty**
- c) Project shall be on Turnkey basis.

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 Criteria -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: <ol style="list-style-type: none"> I. valid PAN card. II. Been registered with GST. III. has filed ITR for last 3 financial year ending 31st March 2024. 	<ol style="list-style-type: none"> I. Copy of PAN Card. II. Copy of GST registration certificate. III. Copy of ITR filed.

S.No.	Type	Description	Document Required
3	Financial Turnover (Bidder)	The bidder must have cumulative turnover at least Rs. 16.20 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	OEM Average Turnover (Last 3 years)	The OEM must have average turnover at least Rs. 54 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
5	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
6	Work 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. 3,78,00,000/ (35% Of estimated value)</u></p> <p>OR</p> <p><u>Two works each costing not less than Rs. 2,16,00,000/- each (20% of estimated value)</u></p> <p>OR</p> <p><u>Three works each costing not less than the Rs.1,62,00,000/- each (15% of estimated value)</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>

S.No.	Type	Description	Document Required
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 with Make and Model (if required in CoR tender) and all mandatory documents asked by CoR from OEM. {Details must be provided as per Appendix-A of EOI.}
- 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. During Technical Evaluation if found that bidder is not complying with the technical requirement(s) as per CoR tender document and corrigendum's, then the bid will be technically disqualified.
- 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 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.
- xii. **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 **shall be summarily rejected** who submit Technical Documents without OEM authorization (i.e. MAF in the name of RailTel Corporation of India Ltd., MAF Make & Model and HSN Code as per **Appendix-A of EOI** (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: -
 - i. PO copy issued to selected vendor.
 - ii. Payment Proof that the end customer has paid to RailTel for the period claimed by Selected bidder/vendor against invoices raised by RailTel for such services.
 - iii. Submission/Declaration of applicable BG amount against PO issued to selected

bidder/vendor.

- iv. Original Invoice for the period claimed.
- v. TDS declaration.
- vi. Photocopy of all documents submitted by RailTel along with their invoice to customer.

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 5% 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 3 month beyond the last date of the warranty period i.e. 65 months from 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 5%, 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 GeM 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 5 years** (Including warranty & support) **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

17.2 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. 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)

Eol 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.: GEM/2024/B/5190639 dt 24-07-2024 & Corrigendum dt. 13.08.2024, 28.08.24, 30.08.24

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. GEM/2024/B/5190639 dt 24-07-2024 & Corrigendum dt 13.08.2024, 28.08.24, 30.08.24, 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. GEM/2024/B/5190639 dt 24-07-2024 & Corrigendum dt 13.08.2024, 28.08.24, 30.08.24.

Signature of Authorized Signatory

Name:

Designation:

Local Content Compliance
(On OEM 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. GEM/2024/B/5190639 dt 24-07-2024 & Corrigendum dt 13.08.2024, 28.08.24, 30.08.24

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. GEM/2024/B/5190639 dt 24-07-2024 & Corrigendum dt 13.08.2024, 28.08.24, 30.08.24

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:

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

Ref: End Customer Bid No. GEM/2024/B/5190639 dt 24-07-2024 & Corrigendum dt 13.08.2024,
 28.08.24, 30.08.24

Item Number	Item Title	Item Description	Item Quantity	Unit of Measure	Total Price Rs. (Incl. GST)
1	SITC OF NETWORK ACTIVE COMPONENTS	BoM Details at Annexure I of Specification Document of CoR Tender	1	Lot	
2	SITC OF NETWORK PASSIVE COMPONENTS	BoM Details at Annexure II of Specification Document of CoR Tender	1	Lot	
3	SITC OF CCTV SURVEILLANCE SYSTEM	BoM Details at Annexure III of Specification Document of CoR Tender	1	Lot	
4	MONITORING DEVICES FOR NETWORK SYSTEM	BoM Details at Annexure IV of Specification Document of CoR Tender	1	Lot	
5	CCTV SYSTEM MONITORING DEVICE	BoM Details at Annexure V of Specification Document of CoR Tender	1	Lot	
	Total Cost Incl Tax & GST (Rs.)				
Note: Evaluation Method : Total Value Wise Evaluation					

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. GEM/2024/B/5190639 dt 24-07-2024 & Corrigendum dt 13.08.2024, 28.08.24, 30.08.24

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.

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

Technical Compliance

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

End Customer Bid No. GEM/2024/B/5190639 dt 24-07-2024 & Corrigendum dt 13.08.2024, 28.08.24, 30.08.24

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 "Nav 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:

For _____
Authorised Signatory
Name:
Designation:

Signature:
Name:
Address:

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: _____

Date: _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

(For & on behalf of bidder/contractor)

Name: _____

Designation: _____

Signature: _____

(Office Seal)

Place: _____

Date: _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

* * * * *

Item / Component wise Make & Model and HSN Code details has to be provided by bidder as per Annexure-1 , Annexure II, Annexure III, Annexure IV & Annexure V of Specification Document of COR Tender.

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-08-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	14-08-2024 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Education
Department Name/विभाग का नाम	Department Of Higher Education
Organisation Name/संगठन का नाम	Indira Gandhi National Open University (ignou)
Office Name/कार्यालय का नाम	Headquarter
Total Quantity/कुल मात्रा	5
Item Category/मद केटेगरी	SITC OF NETWORK ACTIVE COMPONENTS , SITC OF NETWORK PASSIVE COMPONENTS , SITC OF CCTV SURVEILLANCE SYSTEM , MONITORING DEVICES FOR NETWORK SYSTEM , CCTV SYSTEM MONITORING DEVICE
BOQ Title/बीओक्यू शीर्षक	Strengthening of campus networking and surveillance system
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	675 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	5400 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance/विगत प्रदर्शन	50 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	SITC OF NETWORK ACTIVE COMPONENTS
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	135000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
EMD Amount/ईएमडी राशि	2700000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	62

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी :

Assistant Registrar,CD

Indira Gandhi National Open University (IGNOU), Maidan Garhi, New Delhi 110068

(Ignou)

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the

Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

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

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

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

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

10. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

SITC OF NETWORK ACTIVE COMPONENTS

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document

[View File](#)

BOQ Detail Document[View File](#)

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Bhaskar Tripathi	110068, Computer Division, Mother Teresa Bhawan, New Academic Block, IGNOU, Maidan Garhi, New Delhi	1	90

SITC OF NETWORK PASSIVE COMPONENTS

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

Technical Specifications/तकनीकी विशिष्टियाँ**Specification Document**[View File](#)**BOQ Detail Document**[View File](#)

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Bhaskar Tripathi	110068,Computer Division, Mother Teresa Bhawan, New Academic Block, IGNOU, Maidan Garhi, New Delhi	1	90

SITC OF CCTV SURVEILLANCE SYSTEM

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Bhaskar Tripathi	110068,Computer Division, Mother Teresa Bhawan, New Academic Block, IGNOU, Maidan Garhi, New Delhi	1	90

MONITORING DEVICES FOR NETWORK SYSTEM

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Bhaskar Tripathi	110068,Computer Division, Mother Teresa Bhawan, New Academic Block, IGNOU, Maidan Garhi, New Delhi	1	90

CCTV SYSTEM MONITORING DEVICE

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Bhaskar Tripathi	110068,Computer Division, Mother Teresa Bhawan, New Academic Block, IGNOU, Maidan Garhi, New Delhi	1	90

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Buyer Added Bid Specific ATC

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

3. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Server Room
Computer Division
IGNOU
Maidan Garhi
New Delhi 110068
.

4. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

5. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

6. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

7. Generic

Consortium: In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

8. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

9. Generic

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary

product having highest value should meet this criterion.

10. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

11. **Generic**

IT equipment shall be IPv6 ready from day one.

12. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

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

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

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

13. **Generic**

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

14. **Generic**

Non return of Hard Disk: As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

15. **Generic**

OPTIONAL SITE VISIT:

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

As per the uploaded bid

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

16. **Generic**

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

17. **Generic**

Scope of supply includes Training: Number of employees to be trained

10

, Place for Training

IGNOU

and Duration of training

21

days.

18. **Generic**

Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum

7 years

Shelf Life. On the date of supply, minimum

Oct 2024

usable shelf life should be available / balance.

19. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

20. **Generic**

The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under:

As per the uploaded Bid

21. **Generic**

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

As per the uploaded Bid

.

22. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

23. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the

Purchase Order on the Seller.

24. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

25. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

26. Turnover

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

27. Turnover

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

28. OEM

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

29. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

30. Purchase Preference (Centre)

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content

provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

31. **Purchase Preference (Centre)**

Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

32. **Warranty**

Warranty period of the supplied products shall be 5 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

33. **Warranty**

Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope

As per the uploaded Bid

(Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

34. **Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

35. **Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

36. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

37. **Past Project Experience**

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

38. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

IGNOU
Account No.
2257000100017009
IFSC Code
PUNB0225700
Bank Name
PNB
Branch address
IGNOU MAIDAN GARHI

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

39. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

IGNOU
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

40. **Financial Criteria**

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

41. **Inspection**

Testing of Sample: The testing of advance sample and bulk sample during PDI will be carried at the designated AHSP labs. When testing facilities are not available, the facilities of Govt labs/NABL/Accredited labs will be utilized. The testing charges outside the designated AHSP labs to be borne by seller's.

42. Generic

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

43. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

IGNOU
Account No.
2257000100017009

IFSC Code
PUNB0225700

Bank Name

PNB

Branch address

IGNOU MAIDAN GARHI

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

44. Certificates

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

As per uploaded Bid

.

45. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

46. Certificates

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

47. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

48. Service & Support

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

49. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

50. Service & Support

Disclaimer/अस्वीकरण

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

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

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

SPECIFICATIONS
DOCUMENT
OF THE
STRENGTHENING
OF CAMPUS
NETWORKING &
SURVEILLANCE
SYSTEM

1.SCOPE OF THE **WORK**

BoQ bid for Strengthening of IGNOU Campus Networking & Surveillance System

Scope of the work includes site survey, site preparation, design documents, supply of all material, laying / installation, configuration, testing & certification, migration & commissioning, documentation, comprehensive warranty, voltage and frequency independent (VFI) power backup to all the project equipment which requires additional equipment for input 3-phase correctors and related electrical work, Network (Both copper and fiber) management etc. for strengthening of campus network and Racks and accessories, Junction box, indoor/outdoor IP cameras etc. for strengthening of surveillance system, both complete in all respect as per the specifications.

The entire project is to be executed as per the directions of the University. Broadly the work covers:

1. Survey of site, preparation and submission of the project plan and execution of the work after the approval of the same by the University.
2. Providing information regarding pre-requisites about the site for proper installation of the system in advance.
3. The dismantling of the existing network equipment(Wireless Access Points, Cables (Both Copper & Fiber), Network Racks, LIU's , Patch Panels, Patch Cords and accessories) etc. on the site (if any) by the successful bidder without any financial implications.
4. Installation of procured Wireless Access Points (both indoor and outdoor) on roof / surface / wall / pole etc. with all accessories as required. Successful bidder to quoted special Industrial type connectors for termination of the Access Points as and when required.
5. Configuration, testing and commissioning of procured Wireless Access Points & Wireless Controller, NMS, AAA/NAC Configuration to be done by the successful bidder.
6. Installation, configuration, testing and commissioning of procured network switches and access points etc.
7. Laying and Termination of Fiber Cables (All Types), CAT6A (Indoor) and Passive accessories, splicing, fusing, termination in LIU, testing & commissioning to be done completely as required. Preparation of Fiber Pits /Concrete sealed Chambers for Termination of cables would be in scope of successful bidder. Successful bidder to consider all accessories and material to make the Complete Passive Network Functional up to the satisfaction of authorized representative of IGNOU.
8. Laying and drawing of Fiber through HDPE pipe from manhole/Pit to other building blocks and Copper Cables through conduit pipe/Channels/Raceways as required (on wall / surface / roof etc.) with appropriate GI saddle clamp at every 2 feet (max.). This may require cutting of all kind of soil surface, kota stone floors / RCC flooring etc., rebuilding of pavement, redoing the same after laying fiber cable.
9. Mounting of outdoor access points on poles, walls and surface, drawing of CAT 6A cable along with supporting steel messenger wire, wherever required, and all accessories.
10. Laying and drawing of CAT 6A through PVC pipe as required (on wall / surface / roof etc.) with appropriate GI saddle clamp at every 2 feet (max.).
11. SITC of PVC gang box, face plate, Information Outlet, punching of CAT 6A cable complete etc. as required.

12. Labelling, Tagging, Ferruling: The Successful bidder shall be responsible for printed labels/tags/ferruls for all cables including optical fiber and cords, distribution frames, and outlet locations at both ends. Handwritten labels are not permitted.
13. SITC of Network Rack complete as required with all accessories like Cable Manager, PDU, Fan, LIU, Patch Panel etc.
14. The scope of surveillance system will be Design, Engineering, Supply, Testing, Installation, and Commissioning end-to-end, Site Acceptance Test, Training, Documentation, Warranty and Maintenance during the contract period. The Successful Bidder will be responsible to make the system entirely operational for its intended use, by addition of components specific to its make/model even if not specifically mentioned in the BoM. Also, latest versions of softwares, firmware and applications shall be provided by the Successful Bidder, as applicable at the time of execution and commissioning which shall include suitable brackets for mounting the cameras, weather-proof enclosures, fixtures, cables, connectors & any other devices/ peripherals required for the proper functioning of installed cameras. The storage should be designed, supply, implement and configured in such a way that it is capable to store & retrieve feeds of all the CCTV cameras in respective site/Location for last 30 days along with the earmarked/flagged feeds by the IGNOU without any additional cost to the IGNOU. All the licenses procured, deployed by the successful bidder for this GeM bid should be in the name of IGNOU and valid perpetual for life. Also, all the components like networking devices, LAN/CAT6/Electrical cabling including laying, tagging and ducting, earthing, Surge protection, network & architecture design, Racks and accessories, Junction box, indoor/outdoor IP cameras, and any other devices/accessories like mounting bracket, pole, etc. will be in the scope of work, required for the successful running of envisaging solution.
15. Training must be provided by Successful bidder for 10 IGNOU Employees for LAN setup and Advance Wi-Fi & surveillance system setup etc. Successful bidder must arrange all trainings material, official study curriculum, study material and all necessary arrangements and must bear all the costs related to it. The training should be at least for 1 week onsite or as per the University requirements and the successful bidder shall preferably arrange training documentation beforehand and provide it along with the equipment familiarization.
16. The successful bidder must submit as-built / as-laid documents of the networking infrastructure implemented as a part of the work. The documents shall be kept updated throughout warranty / post warranty with appropriate version control by the successful bidder. The documentation includes, but not limited to the following: Overall logical network diagram with IP addresses and VLAN ids, Physical layout plan of the racks, Fiber / UTP cable termination details including ferruling, numbering details on the I/O, jack panel and patch cables, Device wise configuration details of active components deployed in the network, Comprehensive Inventory of equipment/ devices / components deployed in the campus & surveillance network etc. All documents prepared by the successful bidder shall be submitted in soft copies and in hard copies in appropriate size (A2 / A3 / A4 etc.) as decided by authorized representative of IGNOU.
17. The successful bidder must make his own arrangement for the tools and equipment required for the successful execution of work. Besides this, the successful bidder shall make his own arrangement for scaffolding, ladder, etc. for execution of work at different floors. Nothing extra shall be payable on this account.

18. Periodic preventive maintenance of whole of the installed system must be done by the successful bidder on bi-annual basis (every six months) during the period of onsite comprehensive warranty of 5 years. Successful bidder to factor all cost associated in the Bid.
19. Successful bidder must provide printed technical catalogues /brochures / technical datasheet for the quoted model containing technical specifications, features.
20. At the time of installation and commissioning of the configuration, if it is found that some additional hardware accessories or software items with licenses are required to complete the configuration to meet the operational requirement of the configuration which were not included in the successful bidder's original list of deliverables then successful bidder is required to supply such items without any additional cost to IGNOU to ensure the completeness of the configuration/solution. Successful bidder shall ensure completeness of the list of deliverables in the offer to avoid such discovery during installation.
21. Site is available with Rack RAW power/UPS and Cooling system at IGNOU HQ New Delhi. However, the remote managed UPS, Cooling system setup, sending alerts for the complete network equipment's health will be in the scope of successful bidder.
22. Successful bidder must carry out the seamless integration of new equipment with existing equipment in data center(s) or any other location.
23. Successful bidder/OEM must submit the certificate that the deployment of all the equipment to complete the project has been done as per the best practices/standards of the OEM.
24. Copy of all technical documents (site survey, site preparation, design documents etc.) prepared by selected bidder will be provided to the University.

Selected bidder should note:

- **Wherever any extra component or material is required to be used which is not covered under the scope of BoQ, however, which is essentially required to make the complete network/system (campus and surveillance) completely functional, shall be under scope of the work for the Bidder.**
- **The successful bidder shall have to hand over a fully functional system to IGNOU irrespective of the fact that some hardware items/active or passive components/licenses /firmware/subscriptions etc. are not mentioned explicitly in scope of the work.**
- **All items (Active and passive) to be supplied and installed under this work must be brand new. Refurbished/old products are not permitted.**
- **The contact person for the site survey will be Sh Lalit Mohan Pant, Dy. Director (Block A, Computer Division, New Academic Complex, IGNOU, Maidan Garhi, New Delhi 110068) between 11am to 1pm on working days, with prior intimation to email id LMPANT@IGNOU.AC.IN.**

2. TECHNICAL **ARCHITECTURE**

Fig1. Existing Campus Network Architecture

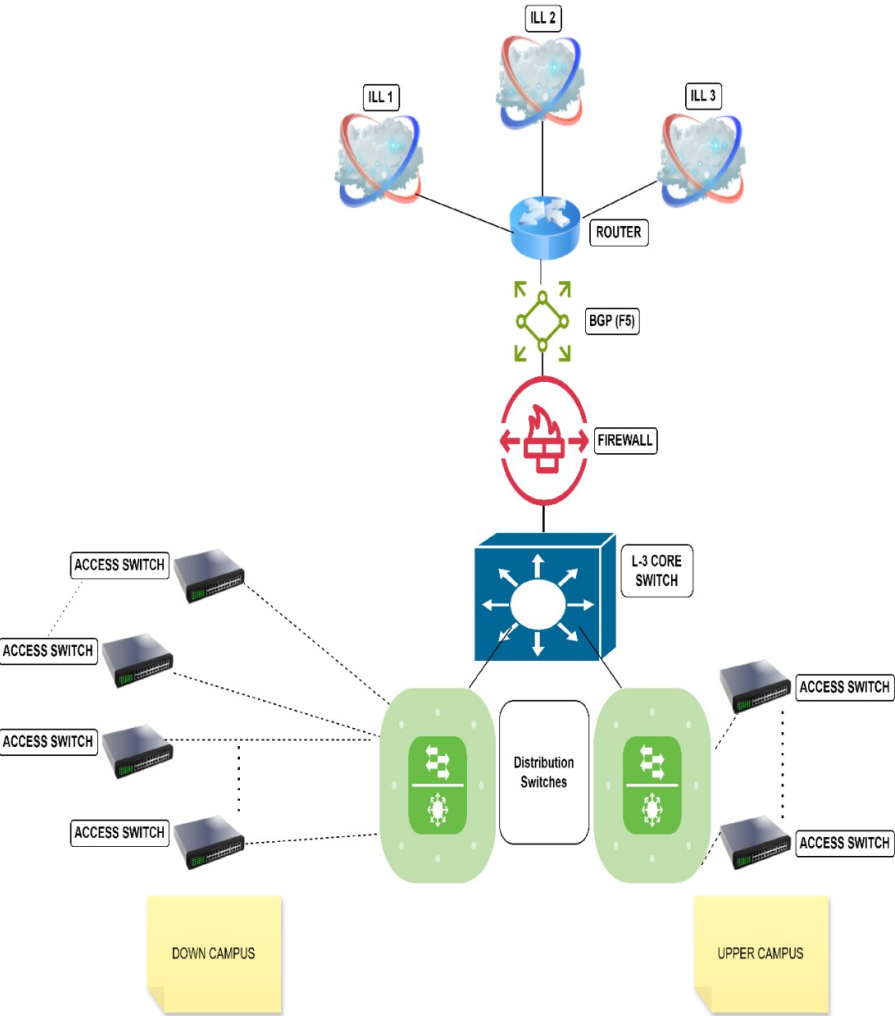


Fig2. Upper Campus Network – Schematic Layout

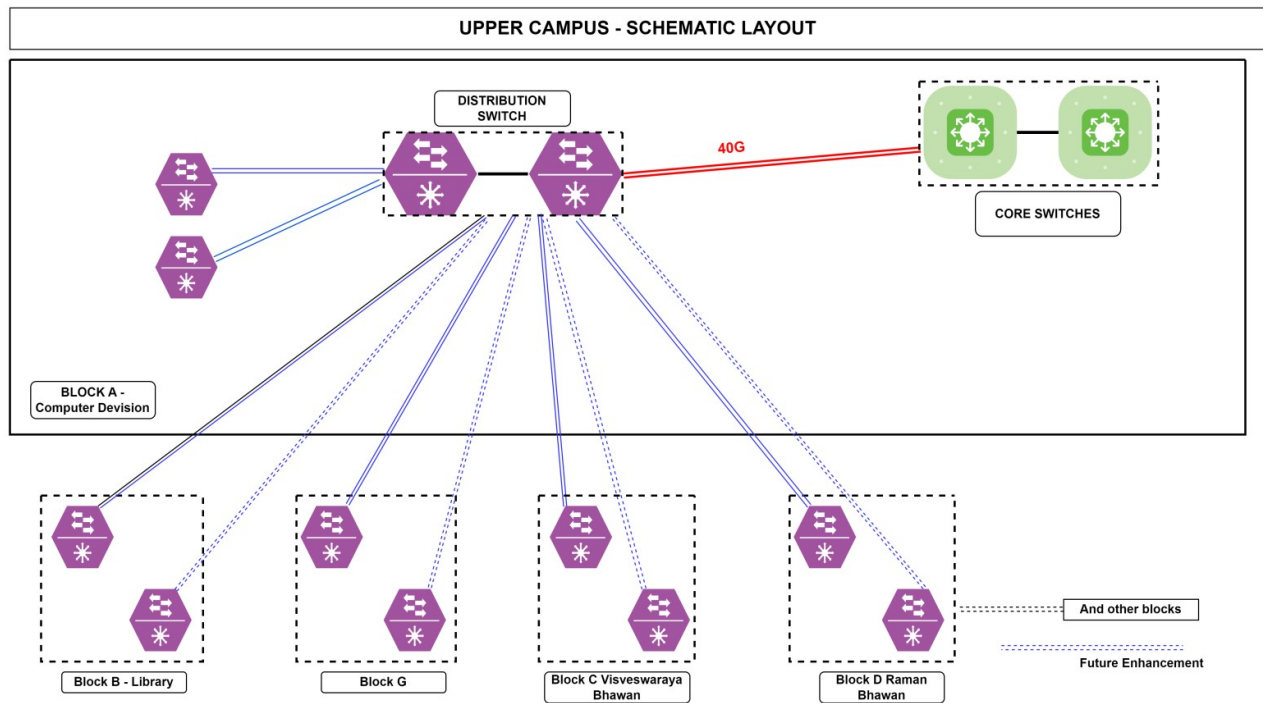


Fig3. Down Campus Network – Schematic Layout

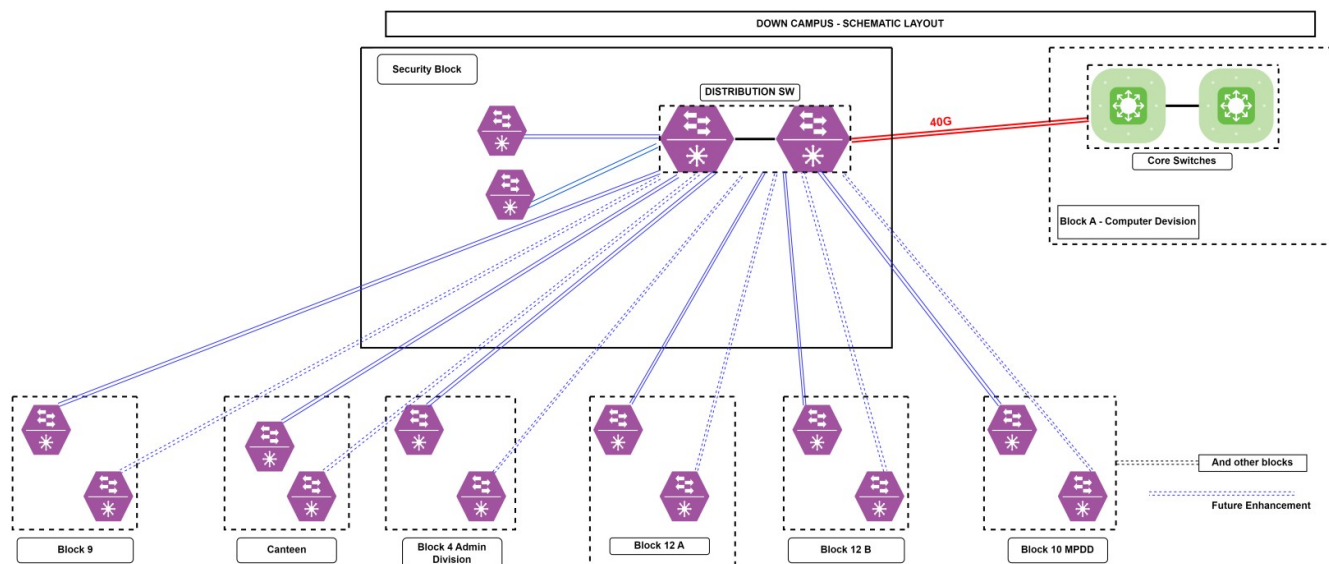


Fig4. Proposed Architecture - Campus Network & Surveillance Systems

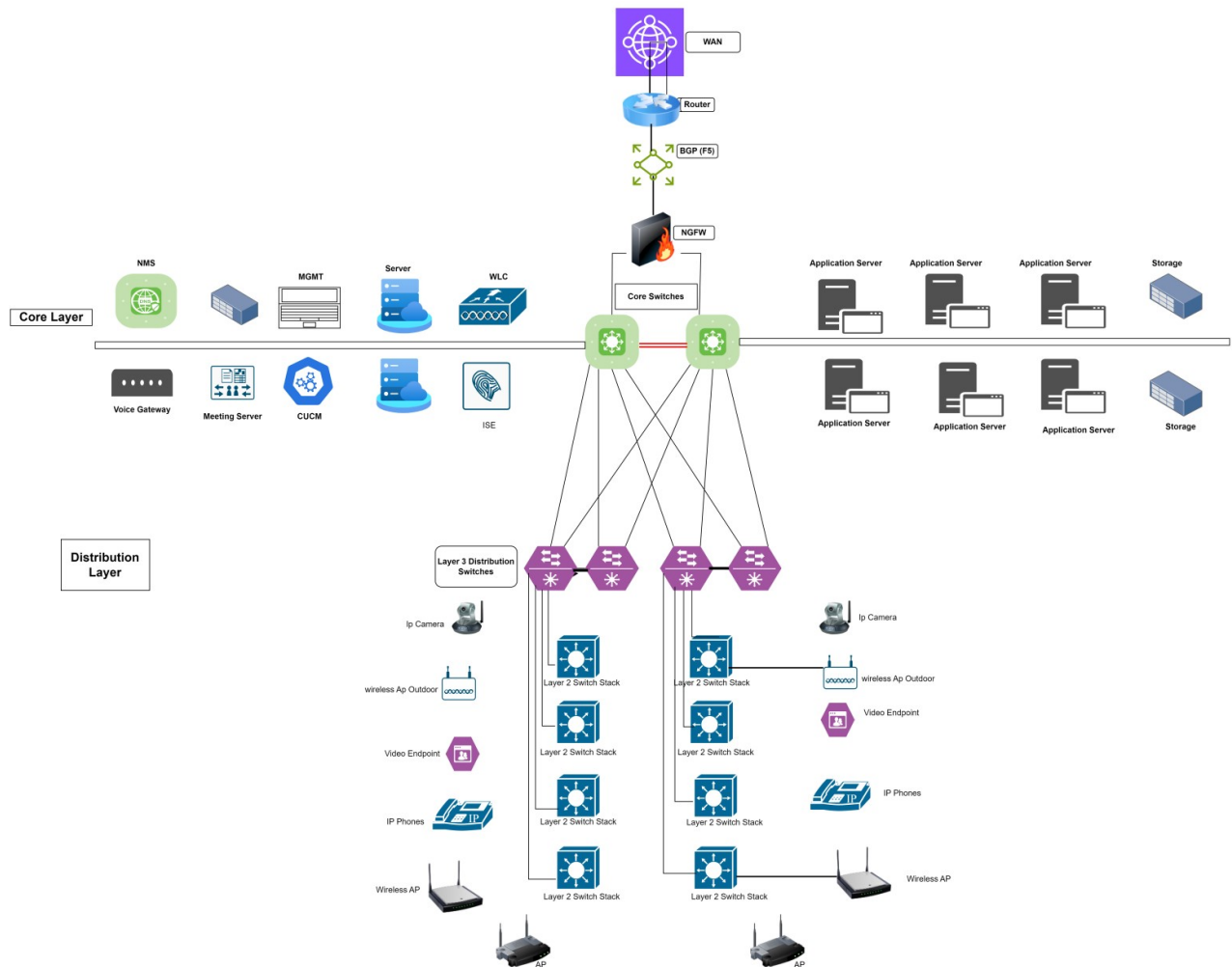
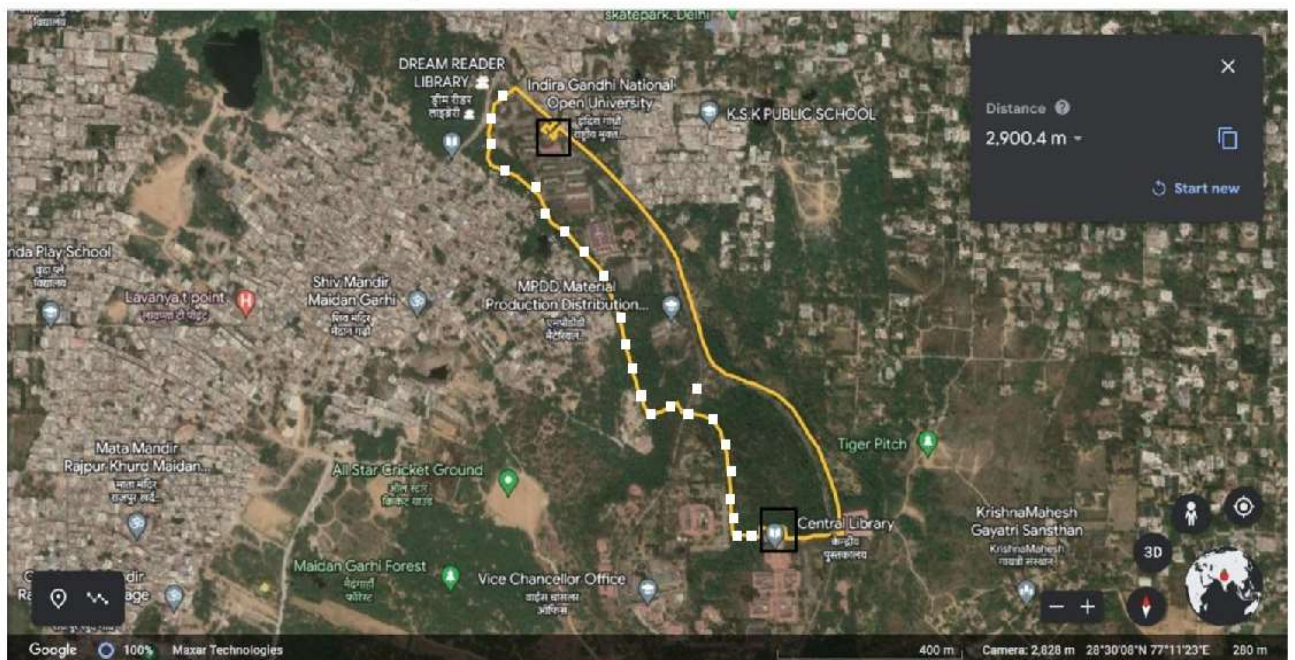


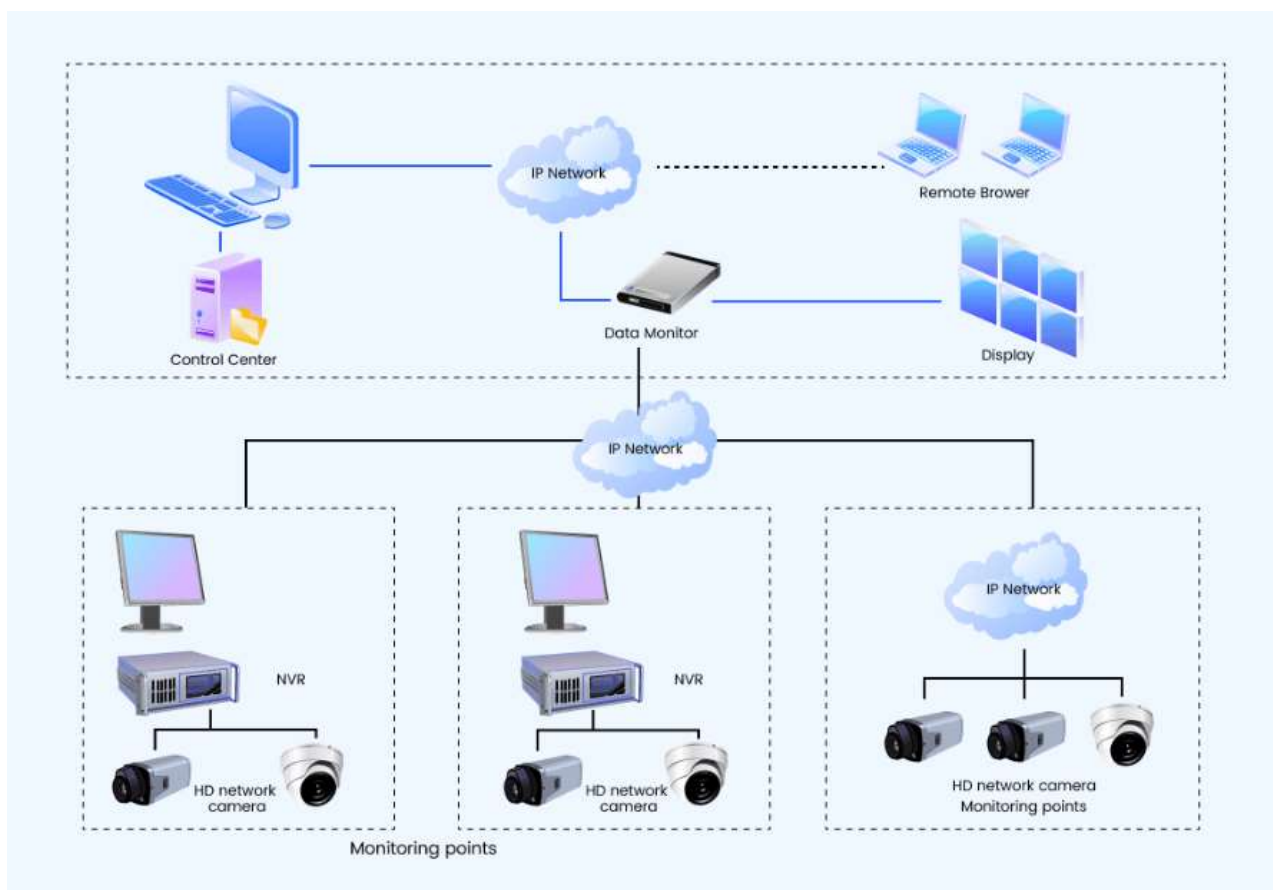
Fig5. Campus Fiber Routes On Google Map

DC TO Security Office 12 CORE FIBER CABLE RING



Note- Dotted lines are future expansion of fiber ring network.

Fig6. Campus Surveillance Systems – Schematic Layout



3. Bill of Materials

Annexure- I

BoM - (SUPPLY , INSTALLATION , TESTING & COMMISSIONING OF ACTIVE COMPONENTS)				
S.No.	Product	Description	UOM	Qty
1	Internet Router	Supply , Installation, Testing & Commissioning of Internet router, shall have at least populated 8 x 10/100/1000 Mbps WAN ports (RJ-45) , and 4 x SFP+ uplinks ports, 2 NIM slots. Option of RPS.	Nos	1.00
2	Core Switches	Supply , Installation , Testing and Commissioning of Layer 3 Switch, at least 48 populated 1000/10000/25000 SFP+ ports 6 x QSFP+ Uplink ports with field replaceable redundant power supplies and FANs , switch OS should be NDcPP certified, Switch should be TEC certified, ROHS6 , 5 years OEM warranty . All types of Switches, transceivers, WIFI,WLC should be from the same OEM for better compatibility, management and after sales support.For detailed specifications please refer to the tender document.	Nos	2.00
3	Distribution Switches	Supply , Installation , Testing and Commissioning of Distribution Switch, at least 48 Ports populated 1G/10G/25G SFP+ and 4 x 40G/100G QSFP28 Uplink ports/stacking ports. Switch should have field replaceable redundant power supplies and FANs, switch OS should be NDcPP certified. Switch should be TEC certified, ROHS6, 5 years OEM warranty .All types of Switches, transceivers, WIFI,WLC should be from the same OEM for better compatibility,management and after sales support.For detailed specifications please refer tender	Nos	4.00

BoQ bid for Strengthening of IGNOU Campus Networking & Surveillance System

		document.		
4	Access Switch - Type 1	Supply, Installation, Testing & Commissioning of 24×10/100/1000 Mbps PoE+ ports, 4×1/10/25 GbE SFP+ stacking/uplink-ports, 370 W PoE budget, long distance stacking of at least 05 switches required. Switch OS should be NDcPP certified. Switch should be TEC certified, ROHS6, 5 years OEM warranty. All types of Switches, transceivers, WIFI, WLC should be from the same OEM for better compatibility, management and after sales support. For detailed specifications please refer tender document.	Nos	50.00
5	Access Switch - Type 2	Supply, Installation, Testing & Commissioning of 48×10/100/1000 Mbps ports, 4×1/10/25 GbE SFP+ stacking/uplink-ports, long distance stacking of at least 05 switches required. Switch OS should be NDcPP certified. Switch should be TEC certified, ROHS6, 5 years OEM warranty. All types of Switches, transceivers, WIFI should be from the same OEM for better compatibility, management and after sales support. For detailed specifications please refer tender document.	Nos	100.00
6	Stacking Modules/Cables	Supply, Installation, Testing & Commissioning of 25GbE Direct Attach SFP+ to SFP+ copper cable, 1 m (Access stacking)	Nos	47.00
7A	Transceiver 10G SM	Supply, Installation, Testing & Commissioning of 10G Single Mode Transceivers (upto 10kms)	Nos	325.00

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7B	Transceiver 40G SM	Supply , Installation, Testing & Commissioning of 40G Single Mode Transceivers (upto 10kms)	Nos	18.00
7C	Stacking Modules/Cables	Supply, Installation, Testing & Commissioning of 100GbE QSFP28 to QSFP28 Direct Attached, Copper Cable, 1m.(For Core switches)	Nos	2.00
7D	Transceiver 1G BaseT	Supply , Installation, Testing & Commissioning of 1G copper Transceivers (upto 100m)	Nos	16.00
8A	Indoor AP Type 1	Supply, Installation, Testing & Commissioning of dual-band 802.11a/b/g/n/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul, 4x4:4 on 5Ghz & 2x2:2 on 2.4 Ghz , 1x 2.5Gbps Ethernet,1x1Gbps ethernet PoH/UPoE/802.3at PoE support. Mounting bracket to be supplied along with the APs. AP should be TEC and NDcPP certified. 5 years OEM warranty .All types of Switches, transceivers, WIFI,WLC should be from the same OEM for better compatability,management and after sales support.For detailed specifications please refer tender document.	Nos	360.00
9	Wireless LAN Controller	Supply, Installation, Testing & Commissioning of Wireless Controller with 4x10G SFP28 ports . WLC should be TEC and NDcPP certified. Should be able to support the required number of APs from day 1 and should be scalable to support upto 2000 APs in a single appliance. WLC should support HA mode and cover 5 years OEM warranty.All types of Switches, transceivers, WIFI should be from the same OEM for better compatability,management and after sales support.For detailed specifications please refer tender document.	Set	1.00

BoQ bid for Strengthening of IGNOU Campus Networking & Surveillance System

10	Network Access Control (NAC)	Supply , Installation, Testing & Commissioning of Network Access Control (NAC) solution of 2000 Concurrent Users for Secure Local Area Network with device scalability of 10,000 concurrent user connections with 2 x 10 Gigabit Copper Ethernet traffic ports, 1 Dedicated OOB Management Port and 16 GB RAM from day 1. The solution should provide an easy-to-use BYOD ready granular secure access control solution that is context aware, identity enabled, location and device based For More details Ref Technical Specifications of NAC)	Nos	1.00
11	Network Management System (NMS)	Supply , Installation, Testing & Commissioning of Network Management System configuration and Licenses for 500 Devices (For More details Ref Technical Specifications of NMS)	Nos	1.00
12	DNS & DHCP Server	Supply , Installation, Testing & Commissioning of Server with Processor Intel Xeon Silver 4310 2.1G, 12C/24T, 10.4GT/s, 18M Cache, Turbo, HT (120W) DDR4-2666	Nos	2.00

Annexure II

BoM - (SUPPLY , INSTALLATION , TESTING & COMMISSIONING OF PASSIVE COMPONENTS)			
S.no.	Description	UOM	QTY
13	Supply, Installation, Testing & Commissioning of Network Rack having Floor Mount Racks with 42UH 800 x 1000 mm (WXD) with standard accessories PDU, Cable Manager, Fans and its Modulars, jacking Feet, Mounting Hardware and other accessories as per technical specifications	No's	3
14	Supply, Installation, Testing & Commissioning of Network Indoor Rack having Floor Mount with 32UH 800 x 1000 mm (WXD) with standard accessories PDU, Cable Manager, Fans and its Modulars, jacking Feet, Mounting Hardware and other accessories as per technical specifications	No's	47
15	Supply, Installation, Testing & Commissioning of Network Indoor Rack – 15U having. Wall Mount Indoor Racks with 15U x 600 x 600mm with standard accessories, Mounting Hardware and other accessories as per technical specifications	No's	35
16	Supply, Laying Installation & Commissioning of Indoor Indoor CAT6A Cable Cat 6A, 23 AWGBare Copper Solid Conductor U/UTP Unshielded Cable with LSZH Jacket, Flame Rating IEC 60332-1, Min. 500 Mhz Bandwidth, Min. 10Gbps Speed, HDPE Insulation & Noise cancellation metallic tape covering 360 degree of cable before sheathing, Breaking Strength : $\geq 300N$, 4 Connector Channel IEEE 802.3bt Type 4 PoE ETL Test Report to be enclosed with bid, RoHS Complied. as per Detailed technical specifications of RFP.	Mts	20400
17	Supply, Installation, Testing & Commissioning of 24-Port 1U Cat6A Transparent Spring Shuttered Patch Panel preloaded with Cat6A Modular Jacks and with cable support Bar, Stainless Steel Rear Metal Frame & Removable Labelling, ANSI/TIA 568.2-D, ISO/IEC 11801, RoHS Compliant, Verified to ETL 4 Connector Channel & UL both. as per Detailed technical specifications of RFP.	Nos	237

18	Supply, Installation, Testing & Commissioning of IP20 Rated Modular Plug for AP CAT6A Shielded Universal IP20 Modular Plug with Tool Less Termination (Without Crimping), Tooless Termination Without Proprietary Tool Termination, RoHS Complied. as per Detailed technical specifications of RFP.	Nos	352
19	Supply, Installation, labelling & Commissioning of CAT6A Patch Cord – 2 M Cat6A Patch Cord U/UTP Unshielded 24AWG Bare Copper Stranded Flexible Conductor, HDPE Insulation, LSZH Jacket, ANSI/TIA 568C.2 Category 6A, Support 10GBASE-T with Min. 500Mhz Bandwidth, Verified with ETL 4 connector channel, 2Mtrs for Rack End. as per Detailed technical specifications of RFP.	Nos	4200
20	Supply, Laying, Installation & Commissioning of 12 Core Fiber Cable Single mode (OS2) 9/125 Fiber Cable, ITU G.652.D & ITU G.657A1, IEC 60794-1 Complied, Central Loose Tube (6F/Tube) Outdoor ECCS Armored, PBT Loose Tube Filled With Thixotropic Jelly, FRP Central Strength Member, HDPE Sheathing, Multi Loose Tube UV-HDPE as per Detailed technical specifications of RFP.	Mts	2500
21	Supply, Installation & Commissioning of 12 Core Fiber Panel 1U x 19” LIU Loaded with Single mode OS2 LC Adapters & LSZH Pigtails along with Splice Trays, Min. 4 No of Circular Cable Entry with Rubber Groummet/Glands to close any open entry, Cable Holders for Cable Entry Inside Panel, Heat Shrink Tubes for Splices, Tube for open fibers, Ties, Panel shall be Powder Coated with Min. 1.2mm Metal Sheath, Loaded LC Type LSZH Pigtails as per Detailed technical specifications of RFP.	Nos	108
22	Supply, Installation & Commissioning of 48 Core Fiber Panel 19” LIU Loaded with Single mode OS2 LC Adapters & LSZH Pigtails along with Splice Trays, Min. 4 No of Circular Cable Entry with Rubber Groummet/Glands to close any open entry, Cable Holders for Cable Entry Inside Panel, Heat Shrink Tubes for Splices, Tube for open fibers, Ties, Panel shall be Powder Coated with Min. 1.2mm Metal Sheath. Factory Loaded LC Type LSZH Pigtails. as per Detailed	Nos	1

	technical specifications of RFP.		
23	Supply, Installation & Commissioning of Fiber Patch Cord, LC Duplex – Fiber Patch Cord, LC Duplex – LC Duplex, Spiral Steel Armored, 9/125µm OS2 Single mode Round Cord Meets ANSI/TIA 568.3-D, Length 3 Meter, as per Detailed technical specifications of RFP.	Nos	284
24	Supply, Laying, Installation & Commissioning of 06 Core Fiber Cable Single mode (OS2) 9/125 Fiber Cable, ITU G.652.D & ITU G.657A1, IEC 60794-1 Complied, Central Loose Tube (6F/Tube) Outdoor ECCS Armored, PBT Loose Tube Filled With Thixotropic Jelly, FRP Central Strength Member, HDPE Sheathing, Multi Loose Tube UV-HDPE. as per Detailed technical specifications of RFP.	Mts	6500
25	Supply, Installation , Testing & Commissioning of 2 KVA UPS with SMF Batteries for battery backup of 30 Min	Nos	42
26	Supply, Installation , Testing & Commissioning of 5 KVA UPS with SMF Batteries for battery backup of 30 Min as per technical Specifications	Nos	2
27	Supply, Installation & Commissioning of 3CX1.5Sqmm Flexible Copper Power Cable	Mts	4000
28	Supply, Installation & Commissioning of PVC 25MM Channel with accessories	Mtrs	1000
29	Supply, Installation & Commissioning of PVC Pipe 25MM with accessories	Mtrs	12400
30	Supply, Installation & Commissioning of PVC Pipe 32MM with accessories	Mtrs	6000
31	Supply, Installation & Commissioning of PVC Flexible Pipe 25MM	Roll	20
32	Supply, Installation & Commissioning of PVC Flexible Pipe 32MM	Roll	5
33	Supply, Installation & Commissioning of 32 mm HDPE PLB Duct Telecom Pipes for Fiber Optics Cable with accessories	Mts	2500

BoQ bid for Strengthening of IGNOU Campus Networking & Surveillance System

34	Supply, Installation & Commissioning of Route Marker for marking Fiber Path in the Campus	Nos	20
35	RCC Precast Chamber with cover for Industrial Use	Nos	4
36	Soft/Hard digging and refilling as per Standards (Depth upto 75 cm below Ground Level) including excavation and refilling the trench but excluding sand Cushing and protective covering etc	Mtrs	2000
37	Fiber Splicing & OTDR Testing of all fibers (Across Network)	Job	1
38	Penta Scanning /Fluke Testing for Copper (Across Network)	Job	1

Annexure III

BoM - (SUPPLY , INSTALLATION , TESTING & COMMISSIONING OF CCTV & VMS COMPONENTS)			
S.no.	Description	UOM	QTY
39	Supply, Installation, Testing & Commissioning of Outdoor PTZ Camera – minimum 5 MP with Frame and all accessories as mentioned in the tender specifications	Nos	3.00
40	Supply, Installation, Testing & Commissioning of Indoor Dome Camera – 5 MP with Frame and all accessories as mentioned in the tender specifications.	Nos	23.00
41	Supply, Installation, Testing & Commissioning of 32 channel NVR with 10 TB Usable Storage	No	1.00
42	Supply, Installation, Testing & Commissioning of IP20 Rated Modular Plug for AP CAT6A Shielded Universal IP20 Modular Plug with Tool Less Termination (Without Crimping), The connector shall support ≥ 750 mating cycles, Re-termination ≥ 200 , EN 50173, ANSI/TIA/EIA 568-C.2 Category 6A, 10GBASE-T with Min. 500Mhz Bandwidth, Operating Temperature -40 to + 70 Deg C, Termination Without Proprietary Tool Termination, RoHS Complied	Nos	26.00
43	Supply, Installation, Testing & Commissioning of 24V Power Supply for PTZ Camera	Nos	3.00
44	Supply, Installation, Testing & Commissioning of 6m Height Galvanized Pole for Cameras	Nos	3.00

Annexure-IV

BoM - (SUPPLY , INSTALLATION , TESTING & COMMISSIONING OF NETWORK MONITORING DEVICE)				
S.no.	Item	Description	UOM	QTY
1	Network Monitoring devices	Laptop(i5/i7 12th Gen 14” 16GB RAM 1TB SSD, Wi-Fi, LAN Win11 Pro 5yrs warranty including Battery, Laptop Bag)(Ref Technical Specifications)	Nos	5.00
		Display Unit(Ref Technical Specifications)	Nos	1.00

Annexure-V

BoM - (SUPPLY , INSTALLATION , TESTING & COMMISSIONING OF CCTV MONITORING DEVICE)			
S.no.	Item	UOM	QTY
1	CCTV Monitoring device – Display Unit(Ref Technical Specifications)	Nos	1.00

4. TECHNICAL **SPECIFICATIONS** **&** **COMPLIANCE** **DOCUMENT**

Sr. No	Specifications (Routers)	Compliance (Yes/No)
A	Architecture	
1	Router shall be based on RISC/x86-based processors	
2	The router shall have at least populated 8 x 10/100/1000 Mbps WAN ports (RJ-45) , and 4 x SFP+ uplinks ports.	
3	The router shall have 4GB DRAM and 1 GB Flash Memory	
4	The router shall be 19" Rack Mountable (any hardware required shall be offered)	
6	The Router should have USB interface	
7	The Router should have Advanced hardware architecture to deliver Gigabit Ethernet switching.	
8	The Router should have redundant power supply from day1	
9	The Router should have modular operating system	
B	Performance	
1	The Router should have forwarding performance up to 8 Mpps & throughput(IMIX) 20Gbps	
2	The Router should have embedded hardware encryption accelerator to improve encryption performance	
3	The router shall have an encryption performance of 1.5 Gbps	
4	The router should have 4000 IPSec tunnel	
C	Quality of Service (QoS)	
1	The Router should support Committed Access Rate (CAR) and line rate	
2	The Router should support FIFO, PQ, CQ, WFQ, CBQ, and RTPQ Congestion management	
3	The Router should support Weighted random early detection (WRED)/random early detection (RED) congestion avoidance capabilities through the use of queue management algorithms	
4	The Router should support traffic shaping, FR QoS, MPLS QoS, and MP QoS/LFI	
D	Management	
1	The Router should support Industry-standard CLI with a hierarchical structure	
2	The Router should restrict access to critical configuration commands to offers multiple privilege levels with password protection,ACLs provide telnet and SNMP access, local and remote syslog capabilities allow logging of all access	
3	The Router should support SNMPv1, v2, and v3	
4	The Router should support Remote monitoring (RMON)	
5	The Router should support FTP, TFTP, and SFTP support	
6	The Router should support ping and traceroute for both IPv4 and IPv6	
7	The Router should support Network Time Protocol (NTP)	
8	The Router should provide a central repository for system and network information; aggregates all logs, traps, and debugging information generated by the system and maintains them in order of severity; outputs the network information to multiple channels based on user-defined rules	
9	The Router should provide management access through modem port and terminal interface; provides access through terminal interface, telnet, or SSH	
10	The Router should analyze network performance and service quality by sending test packets, and provides network performance and service quality parameters such as jitter, TCP, or FTP connection delays; allows network manager to determine overall network performance and diagnose and locate	

	network congestion points or failures	
E	Connectivity	
1	The Router should support VXLAN (Virtual eXtensible LAN)	
2	The Router should support Virtual Private LAN Service (VPLS)	
3	The Router should support MAC-in-IP technology that provides Layer 2 connectivity between distant Layer 2 network sites across an IP routed network.	
4	The Router should support Network mobility to enable a node to retain the same IP address and maintain application connectivity when the node travels across networks. It allows location-independent routing of IP datagrams on the Internet	
5	The Router should protect against broadcast, multicast, or unicast storms with user-defined thresholds	
F	Resiliency and high availability	
2	The Router should support Virtual Router Redundancy Protocol (VRRP)	
4	The Router should Embedded Automation Architecture (EAA)	
5	The Router should Bidirectional Forwarding Detection (BFD)	
G	Layer 2 switching	
1	The Router should support IEEE 802.1D STP, IEEE 802.1w Rapid Spanning Tree Protocol (RSTP) for faster convergence, and IEEE 802.1s Multiple Spanning Tree Protocol (MSTP)	
2	The Router should support Internet Group Management Protocol (IGMP) and Multicast Listener Discovery (MLD) protocol snooping	
3	The Router should control and manages the flooding of multicast packets in a Layer 2 network	
4	The Router should support Port mirroring	
5	The Router should support IEEE 802.1Q-based VLANs	
6	The Router should support sFlow	
7	The Router should support traffic sampling	
8	The Router should have the capability to Define port as switched or routed	
H	Layer 3 services	
1	The Router should support WAN Optimization feature	
2	The Router should support WAN Optimization feature using TFO and a combination of DRE, Lempel-Ziv (LZ) compression to provide the bandwidth optimization for file service and web applications.	
3	The Router should support Network Address Translation – Protocol Translation (NAT-PT)	
4	The Router should support Address Resolution Protocol (ARP)	
5	The Router should support User Datagram Protocol (UDP) helper	
6	The Router should support Dynamic Host Configuration Protocol (DHCP)	
I	Layer 3 routing	
1	The Router should support Static IPv4 routing, Pv1 and RIPv2 routing includes loop protection, Border Gateway Protocol 4 (BGP-4), Intermediate system to intermediate system (IS-IS), Open shortest path first (OSPF) with ECMP, NSSA, and MD5 authentication and graceful restart for faster failure recovery support,	
2	The Router should support Static IPv6 routing	

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3	The Router should maintain separate stacks for IPv4 and IPv6 to ease the transition from an IPv4-only network to an IPv6-only network design	
4	The Router should support Routing Information Protocol next generation (RIPng)	
5	The Router should extend RIPv2 to support IPv6 addressing	
6	The Router should support OSPF for IPv6	
7	The Router should extend BGP-4 to support Multiprotocol BGP (MBGP), including support for IPv6 addressing	
8	The Router should extend IS-IS to support IPv6 addressing	
9	The Router should support IPv6 tunneling	
10	The Router should support Multiprotocol Label Switching (MPLS)	
11	The Router should support Multiprotocol Label Switching (MPLS) Layer 3 VPN	
12	The Router should support Multiprotocol Label Switching (MPLS) Layer 2 VPN	
13	The Router should support Policy routing	
J	Security	
1	The Router should support Application layer protocol inspection, Transport layer protocol inspection, ICMP error message check. Support more L4 and L7 protocols like TCP, UDP, UDP-Lite, ICMPv4/ICMPv6.	
2	The Router should support Access control list (ACL)	
3	The Router should support Terminal Access Controller Access-Control System (TACACS+)	
4	The Router should support IEEE 802.1x allows authentication of multiple users per port	
5	The Router should support RADIUS	
6	The Router should support Network address translation (NAT)	
7	The Router should support Secure Shell (SSHv2)	
8	The Router should support Unicast Reverse Path Forwarding (URPF)	
9	The Router should support IPsec VPN	
10	The Router should support DES, 3DES, and AES 128/192/256 encryption, and MD5 and SHA-1 authentication	
11	The Router should support Attack Detection and Protection	
I	Convergence	
1	The Router should support Internet Group Management Protocol (IGMP)	
2	The Router should support Any-Source Multicast (ASM) or Source-Specific Multicast (SSM) to manage IPv4 multicast networks and should support IGMPv1, v2, and v3	
3	Protocol Independent Multicast (PIM)	
4	The Router should support IPv4 and IPv6 multicasting to allow one-to-many and many-to-many transmission of information and support PIM Dense Mode (DM), Sparse Mode (SM), and Source-Specific Mode (SSM)	
5	The Router should support Multicast Source Discovery Protocol (MSDP)	
6	The Router should support Multicast Border Gateway Protocol (MBGP)	
7	The Router should support for RoHS and WEEE regulations	
J	Environmental Features	
1	The Router should have UL 60950-1; IEC 60950-1; EN 60950-1; CAN/CSA-C22.2 No. 60950-1; FDA 21 CFR Subchapter J; AS/NZS 60950-1; GB 4943.1	
2	The Router should have VCCI V-4/2012.04; EN 55022 :2010 ; CISPR 22 ; EN 55024; ICES-003 issue 5;	

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3	The Router should have FCC part 68; CS-03 Telecom certification	
K	Warranty and Support	
1	5 Year Warranty with advance replacement	

Sr. No	Specifications (Core Switch)	Compliance (Yes/No)
1	Architecture	
	The switch should have at least 48 populated 1000/10000/25000 SFP+ ports 6 x QSFP+ Uplink ports	
	The switch Shall support 1000 Base-SX, LX, LH, 1000BASE-T	
	The switch Shall Support 10Gbase-SR,LR,ER	
	The switch shall have at least 4GB RAM, 32GB SSD/Flash & 16MB packet buffer	
	The switch shall have 1.4 Tbps switching capacity	
	The switch shall have switching throughput upto 1607 million pps stacking with core to core switch	
	The switch should have 32K ARP entries	
	The switch should support 80K IPv4 route and at least 6K IPv6 route	
	The switch should support Jumbo frames size of 9K bytes	
	The switch should support Redundant and load-sharing fans, and power supplies	
	The switch should support hot-swappable modules	
	The switch should protect against unknown broadcast, unknown multicast, or unicast storms with user-defined thresholds	
	The switch should support internal Redundant power supplies	
2	Resiliency and high availability	
	The switch should support MLAG	
	The switch should support VRRP	
	The switch should support Unidirectional Link Detection (UDLD)	
	The switch should support IEEE 802.3ad LACP with support up to 128 trunks and eight links per trunk	
	The switch should support Generic Routing Encapsulation (GRE)	
3	Management	
	The switch should support full REST APIs	
	The switch should have built-in troubleshooting feature	
	The switch should have the capability to enable or disable console port, or reset button interfaces depending on security preferences	
	The switch should support Industry-standard CLI	
	The switch should restricts access to critical configuration commands and support multiple privilege levels with password protection	
	The switch provide ACL based SNMP access and support local and remote syslog capabilities allow logging of all access	
	The switch should Provide SNMP read and trap support of industry standard Management Information Base (MIB), and private extensions	
	The switch should support sFlow (RFC 3176)	
	The switch should support Remote monitoring (RMON)	
	The switch should support TFTP, and SFTP support	
	The switch should support Debug and sampler utility	
	The switch should support ping and traceroute for both IPv4 and IPv6	
	The switch should support Network Time Protocol (NTP)	

	The switch should support IEEE 802.1AB Link Layer Discovery Protocol (LLDP)	
	The switch should support Dual flash images	
	The switch should support Multiple configuration files	
4	Layer 2 feature	
	The switch should support up to 4,096 port-based or IEEE 802.1Q-based VLANs and supports MAC-based VLANs, protocol-based VLANs, and IP-subnet-based VLANs	
	The switch should support Bridge Protocol Data Unit (BPDU) tunneling	
	The switch should support Port mirroring	
	The switch should support IEEE 802.1D STP, IEEE 802.1w Rapid Spanning Tree Protocol (RSTP) for faster convergence, and IEEE 802.1s Multiple Spanning Tree Protocol (MSTP)	
	The switch should support Internet Group Management Protocol (IGMP)	
	The switch should support Rapid Per-VLAN spanning tree plus (RPVST+)	
	The switch should support IGMPv1, v2, and v3 and support Any-Source Multicast (ASM)	
	The switch should support congestion actions and support strict priority (SP) queuing and weighted fair queuing	
5	Layer 3 feature	
	The switch should support Address Resolution Protocol (ARP) and supports static ARPs, gratuitous ARP to allow detection of duplicate IP addresses and proxy ARP	
	The switch should support Dynamic Host Configuration Protocol (DHCP) and support DHCP Relay	
	The switch should support Domain Name System (DNS)	
	The switch should support Multicast VLAN	
	The switch should support Protocol Independent Multicast (PIM) and supports Sparse Mode (SM)	
	The switch should support Static, Open shortest path first (OSPF), Border Gateway Protocol IPv4 routing	
	The switch should support directed broadcasts, customization of TCP parameters, support of ICMP error packets and extensive display capabilities	
	The switch should support Static IPv6 routing, OSPFv3 and BGP-4	
	The switch should support Dual IP stack	
	The switch should support Equal-Cost Multipath (ECMP)	
6	Security	
	The switch should support ACLs for both IPv4 and IPv6 based on a Layer 2 header or a Layer 3 protocol header	
	The switch should support Remote Authentication Dial-In User Service (RADIUS)	
	The switch should support Terminal Access Controller Access-Control System (TACACS+)	
	The switch should support Secure shell (SSHv2)	
7	Environmental Features	
	Shall provide support for RoHS and WEEE regulations	
	Operating temperature of 0°C to 45°C	

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	EN 60950 IEC 60950-1:2005 Ed.2; Am 1:2009+A2:2013 UL 60950-1, CSA 22.2 No 60950-1 EN 60825-1:2007 / IEC 60825-1:2007 Class 1 EN 55032:2015 / CISPR 32, Class A VCCI Class A ICES-003 Issue 5 FCC CFR 47 Part 15:2010, Class A EN 50581:2012 (RoHS)	
8	Warranty and Support	
	The below Warranty shall be offered directly from the switch OEM.	
	5 Year Warranty with advance replacement	
	The Proposed switch shall have NdCpp / EAL Version 3	

Sr. No	Specifications (Distribution Switch)	Compliance (Yes/No)
1	General Features	
	Switch should have at least 48 Ports populated 1G/10G SFP+ and 4 x 40G/100G QSFP28 Uplink ports	
	The switch should be a Gigabit Layer 2 and Layer 3 switch with console/auxiliary ports along with all accessories.	
	Switch should have a hot swappable redundant Power Supply and fan tray from day-1.	
	Software upgrades, updates shall be included as part of the warranty	
	The switch should be based on programmable ASICs purpose-built to allow for a tighter integration of switch hardware and software to optimize performance and capacity	
	Operating temperature of 0°C to 45°C	
	All mentioned features (above & below) should be available from day 1. Any license required to be factored from day 1	
2	Performance	
	Should have at least 4GB DRAM and at least 4GB Flash.	
	The switch will have at least 1.0 Tbps switching capacity.	
	Forwarding rates: The switch should have at least 600 Mpps forwarding rates.	
	IPv4 Routing entry support : 24K or more.	
	IPv6 Routing entry support : 12K or more.	
	IPv4 and IPv6 Multicast Routes : 4K or more.	
	MAC addresses support: 32K or more.	
	VLANs ID: 4K or more and 1K VLANs simultaneously.	
	Packet buffer : 7 MB or more	
	The device should be IPv6 ready from day one.	

	Should support the ability to configure backup of the previous configuration automatically.	
3	Functionality:	
	The switch should support front plane stacking on uplink port or Backplane stacking and should have Stacking Performance of minimum 160 Gbps.	
	Must support RIPv2, RIPv6, OSPFv2, OSPFv3, BGP, BGP4, VRF, VXLAN, EVPN, DMVPN, PIM SM, PIM-DM, PIM-SSM and Virtual Router Redundancy Protocol (VRRP) from Day 1	
	The switch should support IEEE 802.3ad link-aggregation control protocol (LACP) and port trunking	
	The switch should support IEEE 802.1s Multiple Spanning Tree	
	The switch should support STP, Trunking, Private VLAN (PVLAN), Q-in-Q, Deficit Weighted Round-Robin(DWRR) or equivalent scheduling, Committed Information Rate (CIR)/Equivalent and eight egress queues per port	
	Switch shall support rolled back to the previous successful configuration	
	The switch should support SNMPv1, v2, and v3, SSHv2, Telnet, ping, traceroute	
	The switch should support Zero-Touch Provisioning (ZTP). The switch shall support IP SLA for Voice monitors quality of voice traffic using the UDP Jitter and UDP Jitter for VoIP tests	
	The switch should be manageable from cloud NMS or On-premises NMS solution offered	
	The switch should support IEEE 802.1X	
	The switch should support Port-based authentication	
	The switch should support MAC-based authentication	
	The switch should provide IP Layer 3 filtering based on source/destination IP address/subnet and source/destination TCP/UDP port number	
	The switch should support Source-port filtering	
	The switch should support RADIUS/TACACS+, Dynamic ARP protection, Port Security, STP route guard, BPDU guard.	
	OS should have support for Management automation via Netconf/Yang/REST-API, Python or equivalent technology	
	Should support Netflow/Sflow/Jflow, Port mirroring or equivalent technology	
4	Interface Requirement	
	i) 48 nos. of 1G/10G SFP+ ports	
	ii) 4 nos. of 40G/100G SFP28 uplink ports.	
5	Regulatory Compliance	
	Switch shall conform to UL 60950 or IEC 60950 or CSA 60950 or EN 60950 or equivalent Indian Standard like IS-13252:2010 or better for Safety requirements of Information Technology Equipment.	

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	Switch shall conform to EN 55022/55032 Class A/B or CISPR22 Class A/B or CE Class A/B or FCC Class A/B or equivalent Indian Standard like IS 6873 (Part 7): 2012 or better for EMC (Electro Magnetic Compatibility) requirements.	
6	OEM Warranty and Support	
	The switch shall be offered with minimum 5 years hardware warranty with NBD Shipment and software updates/upgrades from OEM directly	
	Switch or Switch's Operating System on different hardware platform should be tested for EAL 2/NDPP or above under Common Criteria Certification.	

Sr. No	Specifications (Access Switch 1	Compliance (Yes/No)
1	Architecture	
	Shall be 19" Rack Mountable	
	24 RJ-45 autosensing 10/100/1000 ports and 2 x1/10GbE ports SFP+ ports	
	The switch should have 1 dual-personality (RJ-45 or USB micro-B) serial console port	
	1GB SDRAM and at least 3MB Packet buffer size	
	Shall have switching capacity of 128 Gbps or more	
	Shall have up to 95 million pps switching throughput	
	Switch should support PoE/PoE+ with poE budget 370W	
	Switch should support IEEE 802.3at	
	Dedicated stacking port or additional uplink ports for stacking and stacking bandwidth should be 40 Gbps	
	The Switch should support 32000 MAC address	
2	Software Defined Networking (SDN) Capability	
	OpenFlow protocol capability to enable software-defined networking	
3	Features	
	If available the switch may support HTTP redirect function	
	If available the Switch may support Static IP Visibility to do accounting for clients with static IP address	
4	Quality of Service (QoS)	
	The switch should support Traffic prioritization (IEEE 802.1p) to allows real-time traffic classification into eight priority levels mapped to eight queues	
	The switch should support Layer 4 prioritization to enable prioritization based on TCP/UDP port numbers	
	The switch should support Class of Service (CoS) to sets the IEEE 802.1p priority tag based on IP address, IP Type of Service (ToS), Layer 3 protocol, TCP/UDP port number, source port, and DiffServ	
	The switch should support Rate limiting to sets per-port ingress enforced maximums and per-port, per-queue minimums	
	The switch should Provide congestion management	
6	IPv6 Feature	
	If available the switch may support IPV6 host to enable switches to be managed in an IPv6 network if available	
	The switch should support Dual stack (IPV4 and IPV6) to transition from IPv4 to IPv6, supporting connectivity for both protocols	
	The switch should support MLD snooping to forward IPv6 multicast traffic to the appropriate interface	
	The switch should support ACL and QoS for IPv6 network traffic	
7	Security	
	The switch should support Energy-efficient Ethernet (EEE) to reduce power consumption in accordance with IEEE 802.3az	
	The switch should support very low latency, increased packet buffering, and adaptive power consumption	

	The switch should support Selectable queue configurations	
	If available the switch may have facility to allow for increased performance by selecting the number of queues and associated memory buffering that best meet the requirements of the network applications	
8	Convergence	
	The switch should support IP multicast routing and PIM Sparse and Dense modes to route IP multicast traffic	
	The switch should support IP multicast snooping and IGMP	
	The switch should support LLDP-MED (Media Endpoint Discovery)	
	The switch should support IEEE 802.1AB Link Layer Discovery Protocol (LLDP)	
	The switch should support MAC Authentication	
9	Resiliency and high availability	
	The Switch should support LACP for automatic load balancing and high availability to simplify network operation.	
	The switch should support IEEE 802.1s Multiple Spanning Tree	
	The switch should support IEEE 802.3ad link-aggregation-control protocol (LACP) and port trunking	
	The switch should provide easy-to-configure link redundancy of active and standby links	
10	Management	
	The switch should support SNMPv1, v2, and v3	
11	Manageability	
	The switch should support Dual flash images	
	The switch should allow assignment of descriptive names to ports	
	The switch should allow multiple configuration files to be stored to a flash image	
	The switch should support RMON, sFlow or equivalent	
	The switch should provide advanced monitoring and reporting capabilities for statistics, history, alarms, and events	
	The switch should support ingress and egress port monitoring enable network problem solving	
	The switch should support Unidirectional link detection (UDLD)	
12	Layer 2 switching	
	The switch should support IEEE 802.1Q (4094 VLAN IDs) and at least 1K VLANs simultaneously	
	The switch should support Jumbo packet support	
	The switch should support Rapid Per-VLAN Spanning Tree (RPVST+)	
	The switch should support GVRP and MVRP	
13	Layer 3 services	
	The switch should support DHCP server	
14	Layer 3 routing	
	The switch should support minimum 10,000 IP routes	
	Routing Information Protocol (RIP)	
	The switch should support RIP/OSFP, RIPv1, RIPv2, and RIPng routing and support 10,000 RIP/OSFP routes	
	The switch should support OSPFv2 and OSPFv3 protocols for routing	

	between access and the next layer on the LAN.	
	The switch should support Policy-based routing	
15	Security	
	The switch should support IEEE 802.1X, Web-based authentication, MAC-based authentication	
	The switch should support Access control lists (ACLs)	
	The switch should provide IP Layer 3 filtering based on source/destination IP address/subnet and source/destination TCP/UDP port number	
	The switch should support Source-port filtering	
	The switch should support RADIUS/TACACS+ and SSH	
	The switch should support Port security	
	The switch should support MAC address lockout	
	The switch should support STP BPDU port protection	
	The switch should support DHCP protection	
	The switch should support Dynamic ARP protection	
	The switch should support STP root guard	
	The switch should support Private VLAN	
16	Environmental Features	
	Shall support IEEE 802.3az Energy-efficient Ethernet (EEE) to reduce power consumption	
	Operating temperature of 0°C to 45°C	
	Safety and Emission standards including EN 60950; IEC 60950; VCCI Class A; FCC Class A; ROHS6	
17	Warranty and Support	
	The below Warranty (5 Years OEM Backed) shall be offered directly from the switch OEM.	
	Software upgrades/updates shall be included as part of the warranty	
	Switch or Switch's Operating System on different hardware platform should be tested for EAL 2/NDPP or above under Common Criteria Certification.	

Sr. No	Specifications Switch (Type - II)	Compliance (Yes/No)
1	Architecture	
	Shall be 19" Rack Mountable	
	48 RJ-45 autosensing 10/100/1000 ports and 2 x1/10GbE ports SFP+ ports, PHY-less. The proposed switch shall be populated with 2*10G SM Transceivers from Day 1	
	The switch should have 1 dual-personality (RJ-45 or USB micro-B) serial console port	
	1GB SDRAM and at least 3 MB Packet buffer size	
	Shall have switching capacity of 176 Gbps or more	
	Dedicated stacking port or additional uplink ports for stacking and stacking bandwidth should be 40 Gbps	
	The Switch should support 32000 MAC address	
	The switch should have Routing table size of 2000 entries (IPv4), 1000 entries	

	(IPv6)	
2	Software Defined Networking (SDN) Capability	
	OpenFlow protocol capability to enable software-defined networking	
3	Features	
	If available the switch may support HTTP redirect function	
	If available the Switch may support Static IP Visibility to do accounting for clients with static IP address	
4	Quality of Service (QoS)	
	The switch should support Traffic prioritization (IEEE 802.1p) to allows real-time traffic classification into eight priority levels mapped to eight queues	
	The switch should support Layer 4 prioritization to enable prioritization based on TCP/UDP port numbers	
	The switch should support Class of Service (CoS) to sets the IEEE 802.1p priority tag based on IP address, IP Type of Service (ToS), Layer 3 protocol, TCP/UDP port number, source port, and DiffServ	
	The switch should support Rate limiting to sets per-port ingress enforced maximums and per-port, per-queue minimums	
	The switch should Provide congestion management	
6	IPv6 Feature	
	If available the switch may support IPV6 host to enable switches to be managed in an IPv6 network	
	The switch should support Dual stack (IPV4 and IPV6) to transition from IPv4 to IPv6, supporting connectivity for both protocols	
	The switch should support MLD snooping to forward IPv6 multicast traffic to the appropriate interface	
	The switch should support ACL and QoS for IPv6 network traffic	
7	Security	
	The switch should support Energy-efficient Ethernet (EEE) to reduce power consumption in accordance with IEEE 802.3az	
	The switch should support very low latency, increased packet buffering, and adaptive power consumption	
	The switch should support Selectable queue configurations	
	If available the switch may have facility to allow for increased performance by selecting the number of queues and associated memory buffering that best meet the requirements of the network applications	
8	Convergence	
	The switch should support IP multicast routing and PIM Sparse and Dense modes to route IP multicast traffic	
	The switch should support IP multicast snooping and IGMP	
	The switch should support LLDP-MED (Media Endpoint Discovery)	
	The switch should support IEEE 802.1AB Link Layer Discovery Protocol (LLDP)	
	The switch should support MAC Authentication	
9	Resiliency and high availability	
	The Switch should support LACP for automatic load balancing and high availability to simplify network operation..	
	The switch should support IEEE 802.1s Multiple Spanning Tree	

	The switch should support IEEE 802.3ad link-aggregation-control protocol (LACP) and port trunking	
	The switch should provide easy-to-configure link redundancy of active and standby links	
10	Management	
	The switch should support SNMPv1, v2, and v3	
11	Manageability	
	The switch should support Dual flash images	
	The switch should allow assignment of descriptive names to ports	
	The switch should allow multiple configuration files to be stored to a flash image	
	The switch should support RMON, sFlow or equivalent	
	The switch should provide advanced monitoring and reporting capabilities for statistics, history, alarms, and events	
	The switch should support ingress and egress port monitoring enable network problem solving	
	The switch should support Unidirectional link detection (UDLD)	
12	Layer 2 switching	
	The switch should support IEEE 802.1Q (4094 VLAN IDs) and at least 1K VLANs simultaneously	
	The switch should support Jumbo packet support	
	The switch should support Rapid Per-VLAN Spanning Tree (RPVST+)	
	The switch should support GVRP and MVRP	
13	Layer 3 services	
	The switch should support DHCP server	
14	Layer 3 routing	
	The switch should support minimum 10,000 IP routes	
	The switch should support Routing Information Protocol (RIP)	
	The switch should support RIP/OSFP, RIPv1, RIPv2, and RIPng routing and support 10,000 RIP/OSFP routes	
	The switch should support OSPFv2 and OSPFv3 protocols for routing between access and the next layer on the LAN.	
	The switch should support Policy-based routing	
15	Security	
	The switch should support IEEE 802.1X, Web-based authentication, MAC-based authentication	
	The switch should support Access control lists (ACLs)	
	The switch should provide IP Layer 3 filtering based on source/destination IP address/subnet and source/destination TCP/UDP port number	
	The switch should support Source-port filtering	
	The switch should support RADIUS/TACACS+ and SSH	
	The switch should support Port security	
	The switch should support MAC address lockout	
	The switch should support STP BPDU port protection	
	The switch should support DHCP protection	
	The switch should support Dynamic ARP protection	
	The switch should support STP root guard	

	The switch should support Private VLAN	
16	Environmental Features	
	Shall support IEEE 802.3az Energy-efficient Ethernet (EEE) to reduce power consumption	
	Operating temperature of 0°C to 45°C	
	Safety and Emission standards including EN 60950; IEC 60950; VCCI Class A; FCC Class A; ROHS6	
17	Warranty and Support	
	The switch shall have 5 Year Warranty shall be offered directly from the switch OEM including Software upgrades/updates	
	Switch or Switch's Operating System on different hardware platform should be tested for EAL 2/NDPP or above under Common Criteria Certification.	

S.no	Specifications (WLAN Controller)	Compliance (Yes/No)
1	The proposed architecture should be based on a centralized controller with thin AP deployment. AP's should download OS and configuration from the controller. Switch/Controller for improved security.	
2	The controller should be capable of supporting 500 or more AP's in thin AP deployment mode from day-1 and scalable up to 2000 APs in future with the offered controller without any addition of Hardware components. WLC should support Clustering of 4 or more WLC for future purposes.	
3	The controller should have a minimum of 4x10G SFP28 Port populated with Multimode transceivers for connecting to LAN.	
5	Controller should have a console port, 1 x RJ45 OOB, USB port and redundant power supply.	
6	Controller should have dual firmware storage	
7	Controller should have an internal hot swappable redundant power supply.	
8	The controller shall have 16K concurrent users/devices and scalable upto 32K concurrent users/devices in the same hardware.	
9	Redundancy Features: Active: Standby; Active: Active. Licenses of each Wireless switch/Controller should be aggregated so that all the licenses are usable.	
10	The controller should support 802.11ac, 802.11ax, WPA3 standards.	

11	The Controller must support an ability to dynamically adjust channel and power settings based on the RF environment. Quoted Access point must support necessary spectrum analysis functionality to achieve this.	
12	The Controller RF management algorithm must allow adjacent APs to operate on different channels, in order to maximize available bandwidth and avoid interference. Access points must support necessary spectrum analysis functionality to achieve this.	
13	The Controller must support interference detection and avoidance for both Wi-Fi and non-Wi-Fi interfaces. Access points must support necessary spectrum analysis functionality to achieve this.	
14	Must support coverage hole detection and correction that can be adjusted on a per WLAN basis.	
15	The controller should support advanced QOS to implement role based access for data, voice and video applications. It should support session prioritization as well like Voice, Video, Data of MS Lync should get different QOS.	
17	If available Rules for access rights may be based on any combination of time, location, user identity and device identity.	
18	If available the controller may provide differentiated access for Guests and staff groupson the same SSID, Guests may have restricted access like not able to telnet & SSH to servers while connecting on the same SSID. Similarly other ROLE BASED ACCESS policy support may be available for differentiated access.	
19	The controller should provide latest network authentication (WEP, WPA, WPA2) and encryption types like DES/3DES, TKIP and AES.	
20	Controller should support reliable fast roaming standards 802.11k/r	
21	Controller should support management frame protection.	
22	Solution must support per user Rate limiting control, like employee should get 4 MBPS and guest should get 2 mbps on same SSID.	
23	The Controller Should provide a dashboard of spectrum quality in terms of the performance and impact of interference on the wireless network identifying the problem areas, channel utilization. Quoted Access Point should support this feature to send necessary data to the controller.	
24	The Controller should provide a spectrum Quality detail on a per- radio basis to help gauge the impact of interference on the network. Access Point should support this feature to send necessary data to the controller.	

25	The Controller must support SLA grade application performance assurance for selected client business critical application	
26	The Controller must support technology to mitigate sticky client issues of WiFi Client connectivity	
27	The Controller must support L7 DPI based Application based visibility, qos and controlling capability.	
28	If available the solution may have VPN capability for remote Work From Home user secure network connectivity.	
29	Advance WIDS/WIPS Security	
30	WIPS solution should Automatically blacklist clients when it attempts any attack.	
31	WIPS solution should be capable of wireless intrusion detection & prevention .The WLAN should be able to detect Rogue AP and take corrective action to prevent the rogue AP. The system should detect and prevent an organization's wireless client connecting to rogue AP and also prevent an outside client trying to connect to organizational WLAN.	
32	WIPS solution should support detect & prevent an Ad-hoc connection as well as windows bridge	
33	The system should detect an invalid AP broadcasting valid SSID and should prevent valid clients getting connected from these AP's.	
34	WIPS Solution should track the location of interferer objects.	
35	If available anadvanced forensic WIPS solution may support spectrum analysis to detect and classify sources of interference. System may provide chart displays and spectrograms for real-time troubleshooting and visualization.	
36	The WIPS solution should be able to detect and locate the rogue access point on floor maps once detected.	
37	If available the WIPS solution may support, detect and protect if a client probe-request frame will be answered by a probe response containing a null SSID to crash or lock up the firmware of any 802.11 NIC.	
38	The WIPS solution should support detection and protect if a client/tool tries to flood an AP with 802.11 management frames like authenticate/associate frames which are designed to fill up the association table of an AP.	
39	The WIPS solution should support detect and protect if a client/tool keep on sending disassociation frames to the broadcast address	
40	The WIPS solution should support detection and protect if somebody tries to spoof the mac address of a client or AP for unauthorized authentication.	

41	The WIPS solution should support detect and protect if a client/tool try de authentication broadcast attempts to disconnect all clients in range rather than sending a spoofed deauth to a specific MAC address.	
42	The WIPS solution should support, detect and protect if an attacker attempts to protect a client to a malicious AP using SSID on a fake AP in close proximity of the premises.	
43	The wireless controller should support at least 04 controllers in a cluster to maximize performance and availability.	
44	Wireless solution should support controllers clustering to enable seamless experience across Wi-Fi zone in the event of failure or significant crowd density.	
	Certification	
	The Controller may be WI-FI Certified for Wi-Fi 6 802.11ax , 802.11a/b/g/n/ac, WPA3, Enhanced Open	
	All Switches, Transceivers, and Wireless APs shall be from the same OEM.	

Sr. No	Specifications (Indoor - AP)	Compliance (Yes/No)
	Technical Specification	
1	Access Point radio should be minimum 2x2 MIMO with 2 special stream on 2.4Ghz and minimum 4x4 MIMO with 4 special stream 5ghz . The AP should have Dual Radio 802.11ax access point with OFDMA and Multi-User MIMO (MU-MIMO)	
2	Access Point should be 802.11ax ready from day one and support WPA3 and Enhanced Open security from day one	
3	AP should have auto-negotiate port with 2.5GBPS speed along with LAN port and may support LACP.	
4	Access point should support Built-in technology that resolves sticky client issues for Wi-Fi 6 and Wi-Fi 5 devices	
5	Access point should support OFDMA and MU-MIMO for enhanced multi-user efficiency	
6	Access point should IoT-ready Bluetooth 5	
7	Minimum aggregate data rate of 2.5 Gbps (HE80/HE40)	
8	Access Point can have integrated dual-band or dual band down tilt omni-directional antennas	
9	The Max transit power of the AP + Antenna should be as per WPC norms for indoor Access Points. OEM to give an undertaking letter stating that the AP will be configured as per WPC guidelines for indoor AP and also submit the WPC certificate showing approval.	
10	Access point should have Internal/External Bluetooth Low energy beacon to support advance location based services for Mobile engagement solutions and Applications.	
11	Should support 15x BSSID per AP radio.	

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12	Should support BPSK, QPSK, 16-QAM, 64-QAM, 256 QAM and 1024 QAM modulation types	
13	Access point should support 802.3af/at POE standard.	
14	Support monitor and report hardware energy consumption. AP can also be configured to enable or disable capabilities based on available PoE power.	
15	Access point should have the option of an external power adapter as well.	
16	Access point should have console port or equivalent option	
18	The Access Point should have the technology to improve downlink performance to all mobile devices.	
19	Access point must incorporate radio resource management for power, channel, coverage hole detection and performance optimization	
20	AP mounting kit should be with locking mechanism so that AP cannot be removed without using special tools.	
21	AP should have Kensington security slot	
22	AP should support standalone mode/ Inbuilt Virtual controller mode for specific requirements.	
23	If available the AP may support Advanced Cellular Coexistence (ACC) to minimize interference from 3G/4G cellular networks, distributed antenna systems and commercial small cell/femtocell equipment	
24	If available the AP may support Supports priority handling and policy enforcement for unified communication apps, including Skype for Business with encrypted video conferencing, voice, chat and desktop sharing	
25	If available the AP may support deep packet inspection to classify and block, prioritize, or limit bandwidth for thousands of applications in a range of categories	
26	Passpoint Wi-Fi (Hotspot 2.0) offers seamless cellular-to-Wi-Fi carryover for guests	
27	The Access point should support maximum ratio combining (MRC) for improved receiver performance.	
28	The Access point should support Space-time block coding (STBC) for increased range and improved reception.	
30	The Access point should support Low-density parity check (LDPC) for high-efficiency error correction and increased throughput	
31	The Access point should support Transmit beam-forming (TxBF) for increased signal reliability and range	
32	The Access point should support 802.11ax Target Wait Time (TWT) to support low-power client devices	
33	Four integrated dual-band down tilt Omni-directional antennas for 4x4 MIMO with peak antenna gain of minimum 2.5dBi in 2.4GHz and 2.5dBi in 5GHz	
34	AP should be UL 2043 certified.	

35	Regulatory Compliance FCC/ISED CE Marked RED Directive 2014/53/EU EMC Directive 2014/30/EU Low Voltage Directive 2014/35/EU UL/IEC/EN 60950 EN 60601-1-1, EN60601-1-2	
36	Certifications UL2043 plenum rating Wi-Fi Alliance: Wi-Fi CERTIFIED a, b, g, n, ac Wi-Fi CERTIFIED ax WPA, WPA2 and WPA3 - Enterprise, Personal WMM, WMM-PS, Wi-Fi Vantage Passpoint (release 2) Ethernet Alliance (POE, PD device, class 4)	
37	The proposed Access point shall be manageable by both cloud based controller and Hardware based controller as and when required.	
38	All Switches, Transceivers and APs shall be from the same OEM.	
	Support and Warranty	
39	The switch shall be offered with 5 years hardware warranty with Next Business Day technical support and access to all generally available software/OS releases	

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Sr. No	Specifications (NAC)	Compliance(Yes/No)
1	The solution should provide an easy-to-use BYOD ready granular secure access control solution that is context aware, identity enabled, location and device based. The proposed solution must combine Authentication, Authorization, and Accounting (AAA); Posture; Profiling; and Guest Access management services on to a single platform with a minimum endpoint footprint and supports the ability to be managed from a single management console.	
2	OEM must have local in-country Renewals, L1, L2, L3 and Professional Services Support.	
3	The OEM must have their R&D center in India developing NAC software locally.	
4	It must be an out-of-band NAC solution.	
5	The solution should support centralized deployment	
6	Solution must have built-in TACACS+ and Radius along with Posturing, Captive Portal and Visibility capabilities.	
7	Solution should be provided with perpetual Licenses with Appliance, supporting minimum 10,000 device for device Profiling and TACACS+ and 2000 devices for NAC including Device Posturing, Guest Access, Radius, Captive Portal, etc. from Day 1, scalable up to 10000 devices, with 5 years warranty.	
8	The solution must be deployed with 802.1x authentication for managed endpoints to provide Zero Trust Security with Pre- and Post-Admission Control. The solution should not be dependent on ARP or SNMP enforcement approach, but must use 802.1x to pre- and post-admission control with Zero Trust security.	
9	The NAC solution must be vendor agnostic and support heterogeneous environment. It should be able to integration with wireless and wired network devices.	
10	The solution should be able to evaluate endpoints connect behind an unmanaged switch. This capability would be required to support customer's ecosystem. Until user/device is authenticated and system's security posture is evaluated, access to the network should not be provided from endpoints which are connected to unmanaged switch.	
11	If Computer is connected to the IP Phone, NAC should authenticate	

	both IP phone and computer before granting network access.	
12	The proposed NAC solution should be able to detect both new and existing endpoints and categorizes them based upon the type of endpoint (Ex: Windows, Printer, Network Device, IP Camera, Android, iPad, etc.)	
13	The proposed NAC solution must support Profiling via Passive and Active Collectors using various methods like SNMP, DHCP fingerprinting, HTTP-agent, NMAP, WMI, SSH, TCP-IP, etc.	
14	The proposed NAC solution must support sponsored-based device management for network access. For example; if a new system is introduced in the network, an email alert should be sent by NAC to the IT admin for approving the network access from that device.	
15	The proposed NAC solution should produce a real-time endpoint discovery with detailed information including which switch port the device is connected.	
16	The proposed NAC solution must provide device inventory in both CSV and PDF exportable format.	
17	The proposed NAC solution must provide capability to import/export device inventory via CSV and encrypted binary files.	
	Role-based Access / Enforcement	
18	The proposed NAC solution shall include the following key components out-of-the-box. The solution should not act as proxy and should not be dependent on external solution for the following capabilities.	
19	The proposed NAC solution must be capable of supporting 802.1X authentication and shall work with endpoint devices (supplicant) and network devices (authenticator) that are enabled for IEEE 802.1X authentication.	
20	The proposed NAC solution must be capable of supporting SNMPv1/v2c/v3 enforcement and shall work with endpoint devices (without 802.1x supplicants) and network devices that are enabled SNMP to send traps to NAC server.	
21	The proposed NAC solution must make use of alternate authentication methods such as MAC address authentication or web authentication to authenticate endpoint devices that do not support 802.1X authentication	

22	The proposed NAC solution must support Pre- and Post-admission control Zero Trust capabilities for network access through 802.1x.	
23	The proposed NAC solution should support Agentless based access with posture check for domain machines without any dependency on power shell or SSH.	
24	The proposed NAC solution should support dACL and dynamic VLAN through SNMP enforcement.	
	Authentication Protocols	
25	The proposed NAC solution must support all of the following authenticating protocols:	
	PAP, MS-CHAP, MS-CHAP-V2, EAP-MD5-Challenge, EAP-MS-CHAP-V2, (EAP)-MD5	
	EAP-JUAC	
	Protected EAP (PEAP)	
	EAP-Transport Layer Security (TLS)	
	EAP Tunneled Transport Layer Security (EAP-TTLS)	
	EAP Generic Token Card (EAP-GTC)	
26	The proposed solution should support Identity source sequences which defines the order in which the solution will look for user credentials in the different databases. Solution should support the following databases:	
	Local Databased on the NAC device;	
	External Radius;	
	Active Directory;	
	LDAP;	
	OTP;	
	SAML 2.0;	
	SQL;	
	Certificate Server	

27	The proposed NAC solution should support multifactor Authentication for better security. The solution should include Token based authentication for MFA 2000 concurrent connection from day 1. If token-based service is not available as built-in server, bidder can provide token-based authentication service as a separate component along with NAC with same support period as NAC.	
28	The proposed solution should support password management by integrating with LDAP server and allow users to receive notification about password expire. The solution should also allow users to reset their password through the persistent NAC agent.	
29	The solution should support posture assessment capabilities with agentless, dissolvable agent and persistent agent.	
30	The proposed NAC solution should support installation of a dissolvable agent to perform compliance checks (AV, Patches etc.,) on Guest endpoints	
31	Must have granular compliance check options which includes the following:	
	Hard drive encryption detection	
	Detection of Pre-defined Antivirus, Personal Firewall and Antispyware	
	OS Check, CVE Check (known vulnerability detection)	
	Processes, Registry Check	
	Files, TCP or UDP Ports Check	
	NetBIOS, MAC address Check	
	Patch Check by integration with Patch Management Solution	
	Machine Certificate check	
32	The solution should support posture assessment capabilities on Windows, Macintosh and Linux endpoints.	
33	The user's machine is verified to be compliant with the defined access policy such as:	
	i. The user's machine is updated with the defined operating system and security patches.	
	ii. The security anti-virus protection is present: and	

	iii. The security anti-virus agent is updated with the latest signatures.	
	iv. The endpoint is scanned as per the defined policy	
34	The proposed NAC solution shall be capable of performing post-admission checks on endpoint devices after access has been granted to the Network, to ensure there is no security threat or non-compliance with the pre-defined access control policies.	
35	The solution should be able to check system process and also kill the process through auto remediation. This capability should be supported with persistent and browser-based temporal/dissolvable agent.	
36	The solution should be able to detect and modify Registry keys through auto remediation. This capability should be supported with persistent and browser-based temporal/dissolvable agent.	
	Persistent Client Capabilities	
37	The proposed NAC solution must support a Unified single client/agent which can work with multiple solutions like NAC, VPN and SDP solutions.	
38	The NAC agent must have built-in capability to perform User and Machine 802.1x authentication, Posture Assessment and Visibility without dependency on other components or agent.	
39	The agent should support layer-3 connection with encryption	
40	The NAC solution should be able to apply restrictions directly on the user's endpoint through persistent NAC agent ensuring communication with other network devices is restricted until user successfully completes the authentication and compliance check.	
	AAA - Network Infrastructure security	
41	The solution should have built-in Radius server with Authentication, Authorization and Accounting capabilities available out-of-the-box without any dependency on external server.	
42	The built-in local Radius server should support 802.1x for user and device authentication.	
43	Solution should support TACACS+ as a built-in capability to simplify device administration and enhance security through flexible, granular control of access to network devices	

	Guest Management	
44	The proposed NAC solution must provide complete guest lifecycle management by allowing non-IT employees to provide controlled access to guests and consultant reducing the IT workload	
45	Guest management portal shall support self-onboarding for Guest/Contractor or Employees BYOD devices.	
46	Guest management portal shall support customizable guest web pages	
49	Guest registration shall support multiple credential notification methods (SMS, Email, webpage, etc.)	
50	The proposed NAC solution must provide sponsored-based guest management	
	Enforcement	
51	The proposed solution should be able to integrate with Next Generation firewall (NGFW) and perform Layer 3 enforcement to secure corporate applications, segments and services from unauthorized access.	
52	The proposed solution should be able to perform Layer 2 enforcement at the network layer by integrating with network switches and wireless solution. It should be able to perform dynamic and dynamic ACL enforcement with 802.1x.	
53	The solution should allow adding levels of application security to detect internal threats coming from users who are authenticated through the system by integrating NAC IDP, SIEM and Firewall solutions.	
54	The solution should be able to integrate with other security solutions using Rest API, Syslog and other methods to detect and enforce threat prevention policies and provides a collaborative and comprehensive approach toward complete network	
	security	
	Compatibility and Integration	
55	The solution should support standard protocols like Interface for Metadata Access Points (IF-MAP) which is an open specification for a client/server protocol developed by the Trusted Computing Group (TCG) as one of the core protocols of the Trusted Network Connect	

	(TNC) open architecture.	
56	The solution should support integration with third party devices through Syslog and Rest API's.	
57	The proposed NAC solution should integrate with leading next-generation Firewalls (Palo Alto Networks, Fortinet, Checkpoint, Juniper SRX, Netscreen, etc.)	
58	The proposed NAC solution should integrate with Identity providers (Duo, RSA, etc.)	
59	The proposed NAC solution should support enforcement through different WLCs (Cisco, Aruba, Ruckus, etc.), manageable switches (Huawei, D-Link, Cisco, Juniper, HP, Extreme, etc.)	
	Monitoring, Reporting and Custom Templates	
60	Support built-in monitoring , reporting , and troubleshooting console to assist helpdesk operators and administrators streamline operations	
61	NAC GUI should support Dashboard with contextual information (compliance, number of users, devices, etc.)	
	Software and Support Maintenance	
62	The OEM should have 24x7, 365 days TAC support for 5 yrs warranty period.	

Sr. No	Technical Specifications of NMS and IT Helpdesk for Complete Network	Compliance(Yes/No)
1	For effective operations and management of IT Operations , there is a need for an industry-standard Enterprise grade Network Monitoring System (NMS). Given the expanse and scope of the project, NMS becomes very critical for IT Operations and SLA Measurement. Some of the critical aspects that need to be considered for operations of IT setup of are: a) Network Fault Management, b) Network Performance Management, d) Server Performance Monitoring, e) Centralized and Unified Dashboard, f)	

	Centralized and Customizable Service Level Reporting	
2	The Monitoring Solution should provide Unified Architectural design offering seamless common functions including but not limited to: Event and Alarm management, Auto-discovery of the IT environment, Performance and availability management, Correlation and root cause analysis, Service Level Management, notifications, Reporting and analytics, Automation and Customization	
3	NMS OEM must be an industry standard solution.	
4	There should be a tight integration between infrastructure metrics and logs to have the single consolidated console of Infrastructure & security events.	
5	The Operator/Admin User should be able to pull up security events related to a given Configuration Item, from a single console which also has NOC events, and use the security events to triage the problem. This way the Operator gets consolidated system/network event details and security events (current and historical) from the same console and save time in troubleshooting / isolating the issue.	
6	The Solution shall be distributed, scalable, and multi-platform and open to third party integration such as Database, Web Server, Application Server platforms etc.	
7	The platform must consolidate monitoring events from across layers such as Network, Server, Application, Database etc	
8	The solution should support single console for automated discovery of enterprise network components e.g. network device, servers, virtualization, application and databases	
9	The solution must support custom dashboards for different role users such as Management, admin and report users	
10	The solution must support custom query-based widget with multiple visualization methods including Chart, Gauge, Grid, Top N list etc. to visualize and represent collected data with ease.	
11	The solution must support out of the box data widgets for Metric, Log and network flow data with multiple visualization methods such as gauge, grid, charts, Top N etc.	

12	There should be only one dashboard/interface to collected network/server/application/log data after correlation and consolidation across the IT landscape to reduce/correlate number of metrics/alarms	
13	The solution must provide agentless and agent-based method for managing the nodes and have the capability of storing events / data locally if communication to the management server is not possible due to some problem. This capability will help to avoid losing critical events.	
14	The agents should be to set polling interval as low as 1 second with low overhead on target server infrastructure	
15	The NMS admin console must provide the ability to start, stop and restart the agent on target server infrastructure and the agent should provide collection capabilities not limited to just KPIs but also support collecting raw logs as well as packets.	
16	The Network performance operator console should provide operators with seamless transitions from fault data to performance data. For example - select a NMS fault event and fault drill down must also provide historical, near real time and correlated data without switching the page	
17	The proposed system should be able to auto-calculate resource utilization baselines for the entire managed systems and networks and allow user choose algorithms that is more relevant to specific KPI in case of false positive	
18	The agents should be extensible and customizable allowing incorporation of any required monitoring source not included in the out-of-the-box monitoring policies. With capabilities to collect and analyse performance data from the operating system and installed applications and use historical patterns to establish performance baselines.	
19	The solution must support custom device template to support Generic SNMP devices as well as extensive support on traffic encryption including SNMP v3 with AES-256 encryption	
20	The monitoring module of proposed solution must not use any third-party database (including RDBMS and open source) to store data in order to provide full flexibility and control on collected data as well as avoiding tempering with SLA calculations	

21	The proposed solution must provide out of the box root cause analysis with multiple root cause algorithms inbuilt for root cause analysis. It should also have a strong event correlation engine which can correlate the events on the basis of event pairing, event sequencing etc.	
22	The Platform must include an event correlation automatically fed with events originating from managed elements, monitoring tools or data sources external to the platform. This correlation must perform: Event filtering, Event suppression, Event aggregation, Event annotation	
23	The proposed solution should provide alert console with alert summary such as no. of correlated alert, network alert, server alert, virtualization alert, application alert etc.	
24	The system must have provision to overlay alert on reported metric to understand alert triggering behaviour across multiple drill down pages	
25	The proposed solution should provide out of the box root cause analysis with multiple root cause algorithms inbuilt for root cause analysis. It should also have a strong event correlation engine which can correlate the events on the basis of event pairing, event sequencing etc.	
26	Powerful correlation capabilities to reduce number of actionable events. Topology based and event stream-based correlation should be made available.	
27	The solution must offer relevant remedy tools, graphs in context of a selected fault alarm/event	
28	The proposed monitoring solution should have capability to configure actions based rules for set of pre-defined alarms/alerts enabling automation of set tasks.	
29	The Platform must support Event or Alarm Correlation integrations with service desk to trigger automated creation of incidents, problems management	
30	The solution should classify events based on business impact and also allow defining custom severity levels and priority metrics such as Ok, Critical, Major, Down, Info etc with color codes	
31	The proposed solution must support log collection from Network infrastructure (i.e. switches, routers, etc.).	

32	The system shall support the following log formats for log collection: Windows Event Log, Syslog, Access Log Data, Application Log data, Any Custom Log data, Text Log (flat file), JSON Data	
33	The collection devices should support collection of logs through Syslog, syslog and also provide native Windows Agents as well as Agentless (PowerShell) connectors	
34	The solution and it's data store should be virtual appliance and deployable on Linux operating systems to reduce the overall TCO	

Sr. No	Description	Specifications (4 MP PTZ Camera with 30x Zoom)	Compliance (Y/N)
1	Image Sensor	1/1.8" 4 MP CMOS	
2	Effective Pixels	2560(H) x 1440(V)	
3	S/N Ratio	≥52dB	
4	Minimum Illumination	Color: 0.005 lux@F1.6 B/W: 0.0005 lux@F1.6 0 lux (IR light on)	
5	Electronic Shutter Speed	1/1s~1/30,000s	
6	Focal Length	5mm~150mm	
7	Iris Control	Auto/Manual	
8	Focus Control	Auto; Semi-auto; Manual	
9	White Balance	Auto; indoor; outdoor; tracking; manual;	
10	Resolution	25 fps 2560 x 1440, 1920 × 1080, 1280 × 960, 1280 × 720	
11	AGC control	Auto / Manual	
12	Back Light Compensation	BLC / HLC / WDR(120dB)	
13	Optical Zoom	30x	
14	Pan Travel	0°~360° endless, Pan Speed: 0.1° ~ 160°/sec	
15	Tilt Travel	Minus 15°~ +90° auto flip 180°, Tilt Speed: 0.1° ~120°/sec	
16	Presets	300	
17	Special Features	IR Range upto 200m	
18	Power-off Memory	Yes	
19	Idle Motion	Preset; Tour; Pattern; Scan	
20	Day/Night: IR Cut Filter	Auto (ICR) / Color / B/W	
21	Video Compression	H.265; H.264; H.265+; H.264+;	
22	Video Streaming	Main stream: 2560 x 1440, 1920 × 1080, 1280 × 720. Sub stream 1: (704 x 576, 640 x 480). Sub stream 2: (1920 × 1080, 1280 × 720).	
23	Motion Detection	Support	
24	Noise Reduction	3DNR	
25	ROI	Support	
26	Networking	1 RJ-45 Port 10/100Base-T	

27	Parameter Protection	Tripwire and intrusion. Support alarm triggering by target types (human and vehicle). Support filtering false alarms caused by animals, rustling leaves, bright lights, etc.	
28	Face Capture	Must be Supported	
29	Protocols	HTTP; HTTPS; IPv4; RTSP; UDP; SMTP; NTP; DHCP; DNS; DDNS; IPv6; 802.1x; QoS; FTP; UPnP; ICMP; SNMP; IGMP; RTCP; RTP; PPPoE; TCP, ONVIF	
30	Alarm	2/1 channel In/Out	
31	Alarm Event	Motion/tampering detection; network disconnection detection; Security Exception; IP conflict detection;	
32	Operating Temperature	Minus 30 °C to +65 °C , ≤ 90%RH	
33	Weather Proof Standard	IP67; IK10; TVS 6000V lightning proof; surge protection; voltage transient protection	
34	Casing	Aluminium alloy	
35	Power Source	24 VDC	
36	Certifications	CE,FCC,BIS	

Sr. No	Description	Specifications (5 MP Network Dome Camera)	Compliance (Y/N)
1	Type of Camera	Vandal Proof Dome	
2	Image Sensor	1/3" progressive Scan CMOS	
3	Signal System	PAL/NTSC	
4	Resolution	5 MP (2560 x 1440)	
5	Minimum Illumination	0.01Lux@ F1.6, AGC ON, 0 lux with IR or better	
6	Imaging	1/3s to 1/100000s, Auto Gain Control , White Balance- Auto, Back Light Compensation, Multi zone Privacy Masking, HLC.	
7	Lens Type	4/2.8 MM fixed Lens	
8	Focus	Fixed	
9	IR Source	Inbuilt Smart IR LED's with effective distance upto 40 Mtrs integrated	
10	Day & Night	True Day & Night High Performance Mechanical IR cut filter with auto switch, IR	
11	Video Compression (Minimum)	H.265 / H.265+, H.265, H.264+, H.264	
12	Wide Dynamic Range	WDR (120db or more)	

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13	Digital Noise Reduction	DNR (2D/3D) On/Off	
14	Streaming	Triple streaming, configurable	
15	Connectivity	LAN	
16	Image Setting	Rotate Mode, saturation, brightness, contrast, sharpness adjustable through client software or web Browser	
17	Profile Management	User configuration import, export	
18	Alarm Trigger	Motion detection, Camera Tampering alarm, IP address conflict, Storage full, Storage error, Tripwire, Intrusion.	
19	Network Protocol	TCP/IP/ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, NTP, Upnp, SMTP, IGMP, 802.1X, QoS, IPv6, Bonjour, IPv4	
20	User Access	5 User Simultaneously or more	
21	System Capability	It should support ONVIF	
22	VMS	Camera may support open source VMS or from camera OEM	
23	Ethernet	1 RJ 45 10/100 Ethernet port	
24	Power Input	Standard DC Jack/ LAN port	
25	Power Requirement	12VDC & PoE (IEEE802.3 af)	
26	Enclosure	IP67 weather proof, IK10, Metallic body	
27	Certification	BIS, CE, FCC	

S.No.	Specification	Description (32ch Network Video Recorder with 4 SATA)	Compliance (Y/N)
1	IP video input	32-ch	
2	Incoming bandwidth	240 Mbps	
3	Outgoing bandwidth	150 Mbps	
4	HDMI output resolution	1-ch, 4K (3840 × 2160), 2K (2560 × 1440), 1920 × 1080, 1600 × 1200, 1280 × 1024 , 1280 × 720 , 1024 × 768	
5	VGA output resolution	1-ch, 1920 × 1080, 1280 × 1024, 1280 × 720	
6	Video output mode	HDMI/VGA independent output	
7	Audio output	1 ch, RCA	
8	Decoding format	H.265, H.265+	
9	Recording resolution	8 MP/6 MP/5 MP/4 MP/3 MP/1080p/720p	
10	Capability	6-ch@4 MP (25 fps)/12-ch@1080p (25 fps)	

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11	Network protocols	TCP/IP, DHCP, IPv4, IPv6, DNS, DDNS, NTP, RTSP, SMTP, SNMP, iSCSI, UPnP, HTTP, HTTPS	
12	SATA	4 SATA interfaces	
13	Capacity	Up to 18TB capacity for each HDD	
14	Two-way audio	1-ch, RCA	
15	Network interface	1+1 RJ-45 10/100/1000 Mbps self-adaptive Ethernet interface	
16	USB interface	1 × USB 2.0; 1 × USB 3.0	
17	Alarm in/out	16/4	
18	Power supply	200 to 240 VAC	
19	Working temperature	-10 to +55° C	
20	Certification	BIS, CE, FCC	

S.No	Cat 6A Cable	Compliance (Yes/ No)
	Minimum Technical Specifications	
1	Operating Temperature: -15 ⁰ c To 70 ⁰ c	
2	Bandwidth: Should Operates At 500mhz (10G Baset)	
3	Description: 4 Pair X 23 AWG Cat6A UTP Networking Indoor Cable	
4	Conductor Material: Annealed Bare Copper	
5	No Of Strands: 1 Nos	
6	Conductor (MM): 0.560 ± 0.015 Mm	
7	Insulation Material: HDPE (High Density Polyethylene)	
8	Insulation Thickness (Mm): 0.23 Mm (Nominal)	
9	Insulation Diameter (Mm): 1.03 ± 0.10 Mm	
10	4 Pair Laid Up: All Of The 4pair Twisted Together With Seperator I.E. (⚡) Cross Filler	
11	Rip Cord: Available	
12	Outer Material: LSZH	
13	Outer Thickness (Mm): 1.00 Mm (Nominal)(Teeth Type Sheathing)	
14	Outer Diameter (Mm): 7.20 ± 0.30 Mm	
15	Electrical Parameter	
16	Conductor Resistance At 20°C: 93.80 Ω/Km (Maximum)	
17	Resistance DC Unbalance: 5% (Maximum)	
18	Insulation Resistance: >367.0 MΩ/Km At 500 V DC	
19	Dielectric Strength: 0.700 KV AC For 1 Minute (Withstood)	
20	Spark Test: 1.0 KV AC For 0.15 Seconds (Withstood)	
21	Capacitance To 1Khz (Approx): 5.6nf/100m	
22	ETL 4 Connector Verified Patch Cord - 2 Meters	
	Cat 6A U/UTP Patch Cord – 2 Meters	
	Minimum Technical Specifications	Compliance (Yes/No)
1	Conductor Metal: Solid Bare Electrolytic Copper	

2	Heavy-duty strain relief	
3	Jacket Material: LSZH	
4	Complies with TIA/EIA 568 C.2	
5	Standard 8P8C design, compatible with all network RJ45 connections	
6	Frequency: $\geq 500\text{MHz}$	
7	Gold-plated contacts for corrosion-free connections	
8	Durability: 750 mating cycles	
9	Support up to 10 Gbps data transfer rate, ideal for 10GBASE-T networks	
10	ETL 4 Connector Verified for POE Type 4	
	Cat 6A STP RJ45 Tool-free Filed Termination Plug	
	Minimum Technical Specifications	Compliance (Yes/No)
1	Contact Base Material: Copper	
2	RoHS Compliant	
3	Support up to 10 Gbps data transfer rate, ideal for 10GBASE-T networks	
4	Contact Plating Material: Gold Plated Over Nickel with 50 microinch plating	
5	IDC Material: Phosphor Bronze	
6	Wire Scheme: T568A/ T568B	
7	Feature: Tool Free	
8	Wire Gauge Supported: 22-26AWG	
9	Current Rating: 1.5A Max	
10	Voltage Rating: 250V AC max at 2 amps	
11	Dielectric Withstand Voltage: 500 Volts AC	
12	Durability: 500 mating cycles	
	Cat 6A Jack Panel – Loaded (24 Port)	
	Minimum Technical Specifications	Compliance (Yes/No)
	Jack Characteristics	
1	Wire Gauge Supported: 22-26AWG	
2	Conductor Type: Solid/ Stranded	
3	Wire Scheme: T568A/ T568B	
4	Termination Type: IDC Pucnh Down	
5	Angle: 180°	
6	Housing Material: Polycarbonate (PC)	
7	Contact Base Material: Copper	
8	Contact Plating Material: Gold with 50 microinch plating	
9	IDC Material: Phosphor Bronze and Tinned	
10	Transmission Standards: ANSI/TIA-568.2-D, ISO/IEC 11801 Class E	
11	Current Rating: 1.5A Max	
12	Voltage Rating: 250V AC max at 2 amps	
13	Dielectric Withstand Voltage: 500 Volts AC	
14	Durability: 500 mating cycles	
15	Patch Panel Characteristics	

16	Meets 19" rackmount standards	
17	Occupies 1U rack height	
18	ETL 2 Connector Verified for POE Type 4 for both JACK and Panel	
	Sliding LIU, 12/48 Fiber, Rackmount Loaded with SC Cupler, Pigtail & Splice tray	
	Minimum Technical Specifications	Compliance (Yes/No)
1	MS housing with 7 tank powder coating.	
2	Suitable for 19" Rack Mount applications.	
3	Sliding Mechanism with heavy duty telescopic channel.	
4	Replaceable panel for LC type couplers.	
5	Should be capable to manage adapter panel for maximum 48 LC in 1U.	
6	Patch or fusion splice filed termination standard.	
7	High impact resistance splicing tray and cable spool for fiber and pigtail routing.	
8	Accessory kit includes mounting ear, cable gland, cable ties and screws.	
9	Pigtail Jacket: LSZH	
10	Insertion Loss: $\leq 0.3\text{dB}$ (Single Mode)	
11	Return Loss: PC $\geq 50\text{dB}$ (Single Mode)	
12	Minimum Bend Radius (install): 30mm	
13	Flug/ Unplug Durability: 1000 time	
	LC-LC Single-mode LSZH Duplex Patch Cords, 3 meters	
	Minimum Technical Specifications	Compliance (Yes/No)
1	Standards Compliance: G.652.D, G.657.A1 and OS2	
2	Shall be Single mode, LC to LC, Duplex Fiber patch cord	
3	Jacket: LSZH	
4	Insertion Loss: $\leq 0.3\text{dB}$ (Single Mode)	
5	Return Loss: PC $\geq 50\text{dB}$ (Single Mode)	
	6/12 F UT - SM Single Sheath Armoured O.F. Cable	
	Minimum Technical Specifications	Compliance (Yes/No)
1	Type of Fiber - Single Mode G 652D	
2	No of fibers per Tube: 6/12 Fibers per tube	
3	Loose Tube: PBT Loose Tube Filled with Thixotropic Jelly & Coloured Fibre	
4	Loose Tube Identification: Natural or any colour	
5	Strength Member: Steel Wire Embedded in Sheath - 2 Nos.	
6	Armouring: Corrugated ECCS Tape Armouring over the PBTP Loose Tube	
7	Outer Sheath: High Density Polyethylene - Black Colour	
8	Attenuation (dB/Km) @1310 nm: ≤ 0.36 @1550 nm: ≤ 0.23	
9	Max. Tensile Strength : 1200 N	
10	Crush Resistance : 2000 N / 10cm	

11	Min. Bending Radius: 20 x D (D=Cable Dia.)	
12	Operational Temperature: -10° C to +60° C	
13	Installation Temperature: -10° C to +60° C	
14	Cable Diameter: 8 ± 0.5 mm	
15	Cable Weight: 60 ± 5 Kg	
	15U Wall mount Rack	
	Minimum Technical Specifications	Compliance (Yes/No)
1	6000mm Width, 600mm Depth Front Door: Toughened Glass (4mm) with Key & Lock Construction: Dismantle/ Welded Construction with good quality CRCA/GI sheet Standard 19" installation and customized sizes as required. Cable entry/exit provision at both top and bottom with glands Finished with 7 tank process pre-treated powder coating. Cooling fan: 90 CFM 230V Fan, Qty - 2 nos. Horizontal Power Distribution Unit 6 Socket 5/15A Round Pin, Qty - 1 no. Hardware Packet Pack of 10 - 1 no.	
	42U/ 32U Floor Standing Rack 800mm Width x 1000mm Depth	
	Minimum Technical Specifications	Compliance (Yes/ No)
1	Basic Frame: Steel folded	
2	Construction: Welded or CKD (Folded)	
3	Top & Bottom Cover: Bolted to Frame with Cable entry exit cut outs	
4	Front Door: Lockable Toughened Glass Door	
5	Rear Door: Lockable Steel Door - Vented	
6	19" Mounting Angle: Formed Steel	
7	Side Panel: Steel - Partially Vented, Removable with Slam Latch	
8	Std. Equipment Mounting: DIN Std. 10mm Sq. Slots	
9	Standard Finish: Powder coated	
10	Standard Colour: Grey & Off White OR Black	
11	Standard Mounting: Caster wheels (2 with Brake & 2 without Brake)	
12	Rack Standard: Conforms to DIN 41494 or equivalent standard	
13	Fixed Shelf Full Depth: 1 no.	
14	Sliding Keyboard Tray: 1 no.	
15	Cable Manager: Vertical Reducing Cable Manager on both sides of Front and Rear of Rack	
16	Fans: 90CFM 230V Fans, Qty - 4 nos.	
17	PDU: Vertical Power Distribution Unit 10 Socket 5/15 amp Indian Round Pin with MCB, Qty - 2 nos.	

Sr No.	Specifications(Servers (DNS/DHCP)	Compliance(Yes/No)
1	Intel Xeon Silver processor 2.1G, 12C/24T, 10.4GT/s, 18M Cache, Turbo, HT (120W) DDR4-2666	
2	Chassis 8×3.5" SAS/SATA, 1 CPU	
3	Fans Standard Fan Cold Swap 2U,V2 x5	
4	Memory 32GB RDIMM, 3200MT/s, Dual Rank	
5	2 Drives 600GB SSD Hot-Plug Hard Drive	
6	RAID Controller	
7	Embedded NIC (LOM) 2x 1GbE LOM	
8	Quad Port 1GbE BASE-T Adapter,	
9	WEB based Management	
10	Optical Drive DVD +/-RW, SATA, Internal	
	Power Supply Single, Hot-plug, PSU (1+0), 800W, Mixed Mode	
11	Form Factor 2U Rack	
12	Windows server 2022 STD.	
13	Warranty 5 year ProSupport NBD	

5KVA UPS with 30 Min Backup			
Sr No	Parameters of UPS	Required Specifications	Complied/Not Complied
1	Capacity of the UPS	5KVA	
2	Technology	IGBT Technology (Both Input and Output)	
3	Input Voltage	Single Phase 230V , -20% + 15%	
4	Input Frequency	50 Hz +/- 0.01% (Crystal Control)	
5	Output Voltage	220V /230V AC Single Phase	
6	Efficiency	>92%	
7	Overload Protection	Battery Over Voltage Battery Under Voltage	
8	Short circuit protection	UPS output immediately cutoff	

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9	Battery protection	Cut off without draining any current during low battery	
10	Battery Type	Batteries shall be of Sealed Maintenance Free (SMF) type	
11	Storage	0 Degree C – 60 Degree C	
12	Operating temperature	0 – 50 deg C	
13	Quality Certification	ISO 9001 /ISO 14001/ISO 18001/ROHS, BIS certification OR Equivalent Indian Standards	
14	Warranty	5 Years onsite warranty on UPS & Batteries	
	2KVA UPS with 30 Min Backup		
	Sr No	Parameters of UPS	Required Specifications
	1	Capacity of the UPS	2KVA
	2	Technology	IGBT Technology (Both Input and Output)
	3	Input Voltage	Single Phase 230V , -20% + 15%
	4	Input Frequency	50 Hz +/- 0.01% (Crystal Control)
	5	Output Voltage	220V /230V AC Single Phase
	6	Overload Protection	Battery Over Voltage Battery Under Voltage
	7	Short circuit protection	UPS output immediately cut-off
	8	Battery protection	Cut off without draining any current during low battery
	9	Battery Type	Batteries shall be of Sealed Maintenance Free (SMF) type
	10	Storage	0 Degree C – 60 Degree C.

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	11	Operating temperature	0 – 50 deg C	
	12	Relative Humidity	95% RH	
	13	Quality Certification	ISO 9001, ISO 14001, BIS certification OR Equivalent Indian Standards	
	14	Warranty	5 Years onsite warranty on UPS & Batteries	

Network Monitoring Device			
S. No.	Item	Specification Requirement	Compliance (Yes/No)
1	Laptop	Laptop(i5/i7 12th Gen 14” 16GB RAM 1TB SSD, Wifi, LAN Win11 Pro 5yrs NBD comprehensive warranty including Battery, Laptop Bag	
2	Display Unit	65” SMART TV, DLED. Google/Android TV/ mounting kit/Stand with 5yrs warranty	

CCTV Monitoring Device			
S. No.	Item	Specification Requirement	Compliance (Yes/No)
1	Display Unit	65” SMART TV, DLED. Google/Android TV/mounting kit/stand with 5yrs warranty	

ADDITIONAL TERMS & CONDITIONS (ATC)

A. Project Execution Terms & Conditions:-

1. The active components which includes network Switches, Wi-Fi devices, Routers, Stack Cables and Transceivers must be of the same Original Equipment Manufacturer (OEM).
2. All passive products should have a minimum of 20 years of performance warranty. The warranty certificate duly issued by the OEM in the name of IGNOU shall be furnished by the successful bidder.
3. Comprehensive Warranty Certificates issued by the OEM must be in the name of "IGNOU" as the primary beneficiary. Warranty Certificate issued in the name of any other party will not be accepted.
4. The responsibility lies with the successful bidder, if any damage or loss to the property of the University occurs while executing the contract. They have to restore the original condition at their own cost.
5. The Bidder must take utmost care during execution of the work and provide all safety measures to their workers as per Govt. of India norms/labour laws. In case of any injury or accident to the workers, the bidder will be solely responsible for any claim, damage or compensation.
6. Vendor/OEM shall treat all the batteries of UPSs supplied with bid items as components and shall replace batteries during warranty period without any extra cost.
7. In case any subsystem requires power sourcing which is different from the standard options, the bidder shall indicate the power requirements for such subsystem(s) clearly.
8. The work shall be subjected to inspection at various stages during implementation by authorized representatives of the University for compliance with good workmanship, adherence to good engineering practice, safety requirements, etc. The bidder shall carry out various tests / checks and offer the witnessing of the same by the authorized representative(s).
9. For Video Management Software (VMS), the bidder will ensure undertaking from OEM that "The Intellectual Property Rights & Source Code of VMS must not reside in a Country that is sharing Land Border with India and should not have been developed by an entity having shareholding from a Country sharing a Land Border with India. The proposed VMS should support certified compliance of cybersecurity and also provide cybersecurity management."
10. All the licenses procured by the bidder for the bid should be perpetual in nature and in the name of IGNOU by OEM/Vendor.
11. The bidder should ensure that the Complete Passive Network to be an Intelligent solution having physical & remote monitoring system 24x7. The Controller, Smart Gateway, LIU are to be considered as the Intelligent system requirements.
12. The buyer reserves the right to place the work order in parts (if required).

13. Wherever International certificates are mentioned in the bid document, the bidder may submit Indian equivalent certifications. If an Indian equivalent certificate is not available, the bidder will have to submit the undertaking in this regard clearly mentioning that Indian equivalent certifications are not available for that particular product.
14. The bidder will have to submit the notarised affidavit declaring that they are not being black listed in the last 5 yrs.
15. The bidder must upload the compliance document along with the bid i.e. point 4 of specification document.
16. Documents uploaded for the bid must be an exact copy of the original documents.
17. The technical specifications mentioned in the bid are the minimum requirements. However, the bidder may quote the products with higher technical specifications in compliance with the functionality.
18. The bidder must comply with the Amendment Notification issued by the Department of Telecommunications on 01.07.2024 vide letter no. F.NO.5-2/2024-TC/ TEC applicable on this bid.
19. In addition to the warranty conditions mentioned in Bid, all Switches, Routers, Wireless devices and Controllers etc. must have a warranty of 5 years with onsite/remote TAC support and 5 year NBD(Next Business Day) advance hardware replacement.

Note: Non-compliance of the above points will lead to rejection of the bid.

B. Payment Terms & Conditions:-

1. 70% of the payment of the total Invoice value shall be released after the successful delivery of the materials at site in good condition and its installation & verification of the specifications as per Bid.
2. The remaining (30%) payment of the total bill shall be released after successful testing, commissioning, training along with operational and technical manuals of the integrated system and acceptance by the University.

Note: The amount will be released after deducting the penalty charges, if any, as per GeM.

C. Delivery, Installation and Commissioning Timelines:

1. The delivery of all Hardware, Software, Licenses, etc. of all the items as per specifications as per Bid within **90 Days** from the date of Purchase Order.
2. Installation, configuration, testing, commissioning & training along with operational and technical manuals of the units of the integrated system must be completed and handed over to the University within **150 days** from the date of Purchase Order.

Note: The penalty will be imposed as per GeM Terms & Conditions in case of any delay.