



RAILTEL CORPORATION OF INDIA LTD.

(A Govt. of India Enterprise)

Eastern Region Office

19th Floor, Aurora Waterfront, GN 34/1, Sector V,
Bidhannagar, Kolkata, West Bengal 700091

Corporate Office

Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

EOI Notice No: RAILTEL/ER/MKT/EOI/2024-25/068

DTD 26-12-2024

Invitation for Expression of Interest

For

**Selection of Suitable Partner from RailTel Empanelled Business Associate / OEM / OEM
Authorised Partner / Distributor for "Supply, Installation & Commissioning of NGFW, L2 Switch &
UPS at Mahanadi Coalfields Ltd"**



EOI NOTICE

RailTel Corporation of India Ltd.

19th Floor, Aurora Waterfront, GN 34/1, Sector V,

Bidhannagar, Kolkata, West Bengal 700091

EXPRESSION OF INTEREST

EOI Notice No: RAILTEL/ER/MKT/EOI/2024-25/068 DTD 26-12-2024

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites EOIs for Selection of Suitable Partner from RailTel Empanelled Business Associate / OEM / OEM Authorised Partner / Distributor for **“Supply, Installation & Commissioning of NGFW, L2 Switch & UPS at Mahanadi Coalfields Ltd ”**

The details are as under:

1	Date of EOI Floating	26.12.2024
2	Last date for submission of Bids against EOI	03.01.2025 at 15:00 Hours
3	Opening of Bids received against EOI	03.01.2025 at 15:30 Hours
4	EOI Type	Single Packet System
5	EOI document cost inclusive tax(non-refundable)	Rs. 5900/- (Five Thousand Nine Hundred only)
6	EOI EMD	<p>Rs. 5,00,000/- (Five Lakhs Only) to be submitted along with EOI. (To be submitted via online bank transfer). This will be Token EMD.</p> <p>The balance EMD of Rs. 1% of Total Bid Value (less Token EMD) is to be submitted in the form of online transfer before submission of bid to the end customer.</p>

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

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



Eligible BA(s)/OEM/OEM authorized partner/distributor are required to direct all communications related to this Invitation for Eol document, through the following Nominated Point of Contact persons:

Prospective partners are required to direct all communications related to this Invitation for Eol document, through the following Help Desk:

Level:1 Contact:

Sh. Kuldeep Norge (Asst GM/Marketing/ER)

Email: kuldeep.n@railtelindia.com; Contact: +91- 9007041222

Level:2 Contact:

Sh. Abhishek Mani (Sr. DGM/Marketing/ER)

Email: abhishekmani@railtelindia.com; Contact: +91-6289857500

IMPORTANT POINTS

1. RailTel Empanelled Business Associate(s)/OEM/OEM authorised partner/distributor are required to submit soft copy of response through Online on RailTel's eNivida portal at <https://railtel.enivida.com> duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from BA(s)/OEM/OEM authorised partner/distributor. A prospective bidder can be empanelled during the preboarding/onboarding process i.e. Partner who have applied for empanelment with RailTel can also participate duly submitting the mail sent to RailTel & proof of payment of empanelment fee.
3. BA(s)/OEM/OEM authorised partner/distributor can participate as a sole bidder or as a consortium (maximum three members are allowed in the consortium). In case of consortium, lead bidder of the consortium must be RailTel's Empaneled partner and will be responsible for all the conditions mentioned in the end customer RFP.
4. If, the interested partner is OEM/OEM authorised partner/distributor, it should submit the supporting document for the same.
5. All the document must be submitted with proper indexing and page numbering.
6. This is an EOI for BA(s)/OEM/OEM authorised partner/distributor 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 end customer organization by RailTel). This undertaking has to be given with this EOI Response.
7. Transfer and Sub-letting. The Partner has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present.
8. Partner/Consortium has to facilitate RailTel in getting MAF/OEM Documentation & other required documents in name of RailTel to be submitted along with other documents against the referred RFP. Interested partner/consortium may intimate the probable OEMs (item wise) through above given email IDs prior to their EOI response.
9. Partner/Consortium has to agree to comply with all scope of work and terms and conditions including special term and condition, SLA and OEM technical, Proveness Criteria & Financial documentation including MAF, Technical certificates/others as per end-to-end requirements mentioned in the end customer's RFP & its corrigendum (if any) as mentioned below:

RFP Ref. No.	BID NO: GEM/2024/B/5715100
Date of floating	17-12-2024
Floated on portal	https://gem.gov.in



10. Installation, commissioning and integration should be done by OEM or their authorized agencies only. If authorized agencies are involved, RailTel should be informed in writing before finalization.
11. Partner/Consortium has to ensure OEM support (of its product including customization part) till the expiry of contract period.
12. Partner/Consortium has to ensure validity of all licenses from implementation stage to the expiry of contract period.
13. Anything not mentioned in the EOI, Customer RFP and its corrigendum (if any) may be referred & considered.

1. PROJECT BACKGROUND AND OBJECTIVE OF EOI

RailTel intends to participate in **RFP floated** by end Customer organization vide **Tender Ref. No. GEM/2024/B/5715100 Dated: 17-12-2024** for the work of **Provisioning of Internet Leased Lines for a period of 03 years of different bandwidth for Office use, Streaming of CCTV at Command-and-Control Centre of MCL HQ & CIL HQ and Video Conferencing etc. in MCL Areas.**

RailTel is inviting EOIs from RailTel's Empanelled Business Associate / OEM / OEM Authorised Partner / Distributor for exclusive PRE-BID TEAMING ARRANGEMENT for the selection of suitable partner for Supply, Installation & Commissioning of NGFW, L2 Switch & UPS at Mahanadi Coalfields Ltd which is required in referred tender of MCL. The Empaneled partner is expected to have excellent execution capability and good understanding of customer local environment.

2. SCOPE OF WORK

RailTel intends to participate in **RFP floated** by end Customer organization vide **Tender Ref. No. GEM/2024/B/5715100 Dated: 17-12-2024** for the work of **Provisioning of Internet Leased Lines for a period of 03 years of different bandwidth for Office use, Streaming of CCTV at Command-and-Control Centre of MCL HQ & CIL HQ and Video Conferencing etc. in MCL Areas.**

As part of Provisioning of Internet following items are required in MCL Tender.

1. Firewall (33 locations),
2. Switch (34 locations)
3. UPS (33 locations)

The detailed specification along with scope of work of above mentioned items will be as mentioned in the pertinent end Customer organization RFP for **GEM/2024/B/5715100 Dated: 17-12-2024** floated through on <https://gem.gov.in> with all latest amendment/Corrigendum/ clarifications.

In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work area, the RFP released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/MSA/SLA also included.)

Special Note: RAILTEL MAY RETAIN ANY PORTION OF THE WORK mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.

3. RESPONSE TO EOI GUIDELINES

3.1 Language of Proposals:

The proposal and all correspondence and documents shall be written in English in soft copy through an email.

3.2 RailTel's Right to Accept/Reject responses

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

3.3 EOI response Document

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

All pages of the documents shall be signed by the partner including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

3.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of 180 days from the date of submission of EOI.

3.5 Bidding Process

The bidding process as defined in para 3.10 & 4.

3.6 Bid Earnest Money (EMD)

3.6.1 The Partner shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer or directly through e-Nivida portal. This will be called as EOI EMD.

3.6.2 Offers not accompanied with valid EOI Earnest Money Deposit shall be summarily rejected.

3.6.3 Partner has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid as and if applicable) for the bid to RailTel. The selected Business Associate shall have to submit a Bank Guarantee against EMD in proportion to the quoted value/scope of work to RailTel before submission of bid to end customer as and if applicable.

3.6.4 Return of EMD for unsuccessful Business Associates: EOI EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process.

3.6.5 Return of EMD for successful Business Associate: EOI-EMD & Earnest Money Deposit (balance proportionate EMD) if applicable of the successful partner will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 3.7) from Business Associate whichever is later.

3.6.6 Forfeiture of EMD and or Penal action as per EMD Declaration:

3.6.6.1 The EOI EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.

3.6.6.2 In case of non-submission of SD/PBG (as per clause no. 3.7) lead to forfeiture of EOI EMD, EMD (balance proportionate EMD) if applicable and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

3.7 Security Deposit / Performance Bank Guarantee (PBG)

3.7.1 In case the bid is successful, the PBG of requisite amount proportionate to the agreed scope of work will have to be submitted to RailTel.

3.7.2 As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.

3.8 Last date & time for Submission of EOI response

EOI response must be submitted to RailTel at eNivida Portal of RailTel not later than the specified date and time mentioned in the preamble.

3.9 Modification and/or Withdrawal of EOI response

- EOI response once submitted will treated, as final and no modification will be permitted except with the consent of the RailTel.
- No Partner shall be allowed to withdraw the response after the last date and time for submission.
- The successful Partner will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited and all interests/claims of such Business Associate shall be deemed as foreclosed.

3.10 Details of Financial bid for the above referred RFP

Partner with lowest (L1) offer will be selected. Price Bid may be referred in Annexure 12A.

3.11 Clarification of EOI Response

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

3.12 Period of Association/Validity of Agreement

RailTel will enter into a agreement with selected partner with detailed Terms and conditions.

3.13 Right to Terminate the Process

- RailTel may terminate the EOI process at any time and 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 as an offer by RailTel. The partner's participation in this process may result RailTel selecting the partner to engage towards execution of the agreement

3.14 Confidential Information

- RailTel and selected partner shall keep every information related to the work order / engagement, project status, data and reports confidential and without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the engagement, whether such information has been furnished prior to, during or following completion or termination of the contract.

4. EVALUATION PROCEDURE

- 4.1 The BA(s)/OEM/OEM authorised partner/distributor are first evaluated on the basis of the Eligibility Criteria as per clause 15.
- 4.2 The BA(s)/OEM/OEM authorised partner/distributor who fulfills the Eligibility criteria of Bidding shall be further evaluated on the basis of Technical Evaluation and Financial evaluation.
- 4.3 For the opened bid as per outcome of the Eligibility criteria above, the partner will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the EOI document and documents of technical specifications of Customer, subject to the respective overall bid is in compliance to the requirements of this EOI. The so 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 at any stage before issuing Work Order.
- 4.4 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final.
- 4.5 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

5. PROJECT DEVELIERY PERIOD

Project Execution	Delivery Period
Completion of project in all respect of SOR	30 days from the date of LOI

6. PROVISION ACCEPTANCE CERTIFICATE (PAC)

- 6.1 Immediately after the completion of the work in all aspects, the Bidder shall certify and advise the purchaser in writing that the installation is complete, commissioned and ready for handing over to customer.

- 6.2 The tests will be conducted jointly by purchaser and Bidder as soon as possible after receipt of such advice of completion of the work from the Bidder. The test schedule shall be finalized mutually between the Bidder and RailTel. Any component/modules/sub-assemblies or equipment failing during the commissioning shall be replaced/repared free of cost by bidder.
- 6.3 Purchaser's Engineer shall issue a Provisional Acceptance Certificate (PAC) after successful Supply, installation, integration & commissioning covering all materials and services included in the Schedule of Requirements after the acceptance test as per the approved test procedure have been completed and the performance has been found to meet the specifications. RailTel's decision in this respect shall be final. The Provisional Acceptance Certificate (PAC) shall be signed by both the parties. The period of Comprehensive Maintenance shall commence from the date of issue of Provisional Acceptance Certificate (PAC).

7. FINAL ACCEPTANCE CERTIFICATE (FAC)

- 7.1 The final acceptance of the works shall take effect after THREE years i.e. 36 months of issue of Provisional Acceptance Certificates, provided in any case that the Bidder has complied fully with his obligations in respect of each item under the contract
- 7.2 Notwithstanding the issue of Final Acceptance Certificate (FAC), the Bidder and the purchaser (subject to Sub Clause as above) shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

8. INSPECTION

- 8.1 Pre-shipment / pre-dispatch inspection shall be carried out at manufacturers/supplier's premises by RailTel's authorized representative. Traveling, lodging & boarding expenses of RailTel's representative and charges for 3rd party inspection, if any, shall be borne by RailTel but necessary facilities to carry out tests/inspection shall be provided by the manufacturer/supplier free of cost.
- 8.2 Along with inspection call, the supplier/manufacturer shall submit details of test procedures, program, parameters together with permissible values, etc., and their Quality Assurance Plan.
- 8.3 In case material/equipment fails during inspection, the fresh lot of material shall be offered without any extra cost, by the manufacturer/supplier. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's /supplier's account.

9. PAYMENT TERMS

- 9.1 Payment will be released after receiving the invoice for the work / services and after receipt of payment from end customer for the same work / services. Tentative Payment Terms will be as follows:
- 70% on delivery & inspection of Hardware/Software (item wise)
 - 20% on Installation & commissioning of entire system

- 05% after completion of 01 year from date of Go-Live.
- 05% after completion of Warranty Period i.e 3 years from the date of Go-live.

9.2 Any deduction /Penalties levied on RailTel invoices will be **deducted in totality** (full amount, which ever levied by Customer) from CSP's invoices.

9.3 Documents list required at the time of payment/invoice submission by selected partner shall be:

- PO copy issued to selected partner.
- Submission/Declaration of applicable BG amount against PO issued to selected partner/vendor.
- Signed Agreement Copy
- Original Invoice for the period/item claimed.
- TDS declaration.
- Receipted Challan/ Consignment Note of all the consignments from End Customer.
- Manufacturer's Test / Inspection Certificate from End Customer.
- Manufacturer's Warranty /Guarantee Certificate (for full contract period).
- Partners Certificate of Dispatch
- E-way bill
- Insurance of the materials in favour of RailTel
- PAN, GST Registration Certificates
- For Manpower: Attendance/ESI/PF etc.

**** Any deduction/LD/Penalties levied by Customer on invoices of RailTel will be deducted from CSP's invoices or PBG.**

9.4 Payment will only be released once GSTR-1 and GST-3B is filed by the partner for claimed invoice.

9.5 The last bills shall be settled after end of the contract period after adjusting all outstanding dues.

9.6 No interest is payable on any amount whatsoever to the successful Partner.

9.7 Bill Passing Authority: Project Head/ Territory Manager or RailTel's authorized representative

9.8 Bill Paying Authority: Finance Head/ER

10. SERVICE LEVEL AGREEMENT (SLA)

10.1 The selected partner will be required to adhere to the SLA matrix as defined in the end Customer organization RFP for his scope of work and the SLA breach penalty will be applicable on the selected partner, as specified in the end Customer organization RFP. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the RFP. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately in terms of value based on its scope of work.

10.2 Penalty (full amount), which ever levied by Customer will be deducted at the time of payment.

11. PERFORMANCE BANK GUARANTEE (PBG)

- 11.1 In case of successful selection of RailTel by End Customer and subsequent engagements with Selected Partner (CSP), the partner shall at its own expense, deposit with department, within fifteen (15) days of the notification of award (done through issuance of the Advance LOA/ Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled commercial bank (either Private or PSU but not from Cooperative Bank or NBFC) 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 contract value. The quantum of this 'percentage (%)' will be equal to the PBG % as asked by CoR from RailTel. 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 ₹5 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. The claim period should be 12 months beyond expiry date of PBG. Failure to submit PBG within the given timeline (15 Days of notification of award) will lead to a penal interest of 15% per annum and the same shall be charged for the delay period.
- 11.2 The PBG should have validity for a period as per CoR RFP and shall be on back-to-back basis. 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 discretion. 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.
- 11.3 RailTel shall also be entitled to make recoveries from the CSP's bills, PBG or from any other amount due to him, any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 11.4 If the service period gets extended by virtue of extension or any other reason by end customer, PBG should also be extended accordingly.
- 11.5 During the contract period, RailTel may issue Purchase Order(s) for the additional goods/ services ordered by customer (in case) to RailTel against the same PO.
- 11.6 In case the customer has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected partner has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Partner will be accepted in lieu of PBG from Scheduled Bank.
- 11.7 In case customer 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 Partner. The said PBG will be issued by Selected Partner from Scheduled Bank favouring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.

11.8 If, customer ask for submission for value more than 5%, same also needs to be submitted by the selected BA.

12. Insurance

The CSP shall take out and keep in force a policy or policies of insurance from the date, the delivery of material starts (including the transit portion) against all liabilities of the CSP. The CSP shall take out and keep in force a Policy or policies of Insurance for all materials covered in schedule of requirement irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work. The risk of goods shall remain with CSP till the completion of contract. Claimant of insurance shall be in the name of RailTel Corporation of India Ltd and shall be kept valid till completion of contract.

13. Liquidated Damages:

RailTel will levy the liquidated damages imposed by customer to partner on value terms at the time of releasing of payment.

If the Bidder fails to complete the installation and commissioning of captioned work within 30 days from date of issue of LOI, liquidated damages shall be recovered from the outstanding bills of the Bidder at the rate of 0.5% of the total awarded value per week delay subject to maximum 10% of the awarded value of contract OR the BG will be revoked as the case may be. In the event the progress of work is extremely poor or in the event of loss of RailTel's revenue from Braithwaite, RailTel will have right to get the work executed through its chosen vendor at your Risk & Cost.

Note: Full amount of LD will be charged, which ever levied by customer on Railtel.

14. PARTNER'S PROFILE

The partner shall provide the information in the below table:

SN	ITEM	Details
1.	Full name of Partner's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer of the partner's organization as a whole, including contact numbers and email Address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this EOI	
5.	Name, designation and full address of the person dealing with the EOI to whom all reference shall be made regarding the EOI enquiry. His/her telephone, mobile, Fax and email address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	

SN	Description	Requirement	Compliance
		<p>State Government Organization / Public Sector Unit (PSU)/Large Enterprise in India.</p> <p>OR</p> <p>The partner should possess a proven track record in implementation of Similar Products/Services of at least 50% of Scope of work like Supply, installation, commissioning & maintenance of Networking / ICT Project (Number of Firewall, Switch and UPS supplied, installed and commissioned will be evaluated) for any Central / State Government Organization / Public Sector Unit (PSU)/Large Enterprise in India., through one order in last 7 years.</p>	
B	Annexures		
i)	Annexure 1	Covering Letter: Self-certification duly signed by authorized signatory on company letter head.	
ii)	Annexure 2	<p>The Partner should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted.</p> <p>Self-certification duly signed by authorized signatory on company letter head.</p>	Not Applicable in this EOI
iii)	Annexure 3	An undertaking signed by the Authorized Signatory of the Partner to be provided on letter head. The Partner/any of the OEM should not have been blacklisted/debarred by any Governmental/ Non-Governmental Organization in India as on bid submission date.	
iv)	Annexure-4	Format for Affidavit to be uploaded by Partner/Consortium with the EOI Response documents.	
v)	Annexure-5	Non-disclosure agreement by Partner/Consortium with RailTel.	
vi)	Annexure-6	EMD (as PBG) Format	
vii)	Annexure-7	MAF Format	
viii)	Annexure-8	Technical Proposal Document	

SN	Description	Requirement	Compliance
ix)	Annexure-9	CONSORTIUM AGREEMENT /MEMORANDUM OF AGREEMENT	
x)	Annexure-10	Undertaking of Service Level Compliance	
xi)	Annexure-11	Statement of No Deviation Declaration	
xii)	Annexure-12	Commercial Proposal Document	
xiii)	Annexure-13	Undertaking on Exit Management and Transition	
xiv)	Annexure-14	Declaration – Exclusivity of Participation	
xv)	Annexure-15	Integrity Pact Program & Proforma	
xvi)	Annexure -16	Contract Agreement	
xvii)	Annexure-17	Specification of Active & Passive Items	
D	Other Documents		
i)	Power of Attorney	Power of Attorney and Board Resolution in favour of one of its employees who will sign the Bid Documents.	
ii)	BA empanelment letter & BG	Empanelment letter issued by RailTel and valid BG copy till bid opening date/Proof of Payment of empanelment fee & mail sent to RailTel CO.	
iii)	Additional Documents to be Submitted	Technical Proposal with overview of the project: <ul style="list-style-type: none"> • Partner's Understanding of the Project & Scope of Work • Solution Architecture & Design (IT) • Approach & Methodology • Project Plan & Project Team's Experience Operation and Maintenance Plan	
iv)	Integrity Pact	PROFORMA FOR "SIGNING THE INTEGRITY PACT" (If bid value is above 15 Crore)	
v)	OEM Documents	1. MAF as per Annexure 7 2. Compliance of Specification as given in Annexure 17 (in OEM Letterhead) 3. Non-blacklisting certificate from OEM	

16. Variation in Quantity

RailTel reserves the right to reduce or increase the quantity of any item as mentioned in the BoM back-to-back as per requirement of End Customer.

17. Failure and Termination

If the Contractor fails to deliver the stores or any instalment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights: -

(a) recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to Half per cent of the price of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract or

(b) Cancel the contract or a portion thereof and forfeit the security deposit or encash performance bank guarantee.

(c) Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable) at the risk and cost of the contractor.

It shall, however, be in the discretion of the Purchaser to collect or not the security deposit from the firm/firms on whom the contract is placed at the risk and expense of the defaulted firm. Where action is taken under sub-clause (b) above, the contractor shall be liable for any loss which the purchaser may sustain on the account provided the purchase, or if there is an agreement to purchase, such agreement is made, in case of failure to deliver the stores within the period fixed for such delivery in the contract or extended within Nine months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, within Nine months from the date of cancellation of the contract. The contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the purchaser. It shall not be necessary for the purchaser to serve a notice of such purchase to the contractor.

Termination for Default–

The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Tenderer, terminate this contract in whole or in part.

a) If the tenderer fails to deliver any or all of the goods within the time period(s) specified in the contract.

b) If the tenderer fails to perform any other obligation(s) under the contract; and

c) If the tenderer, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

d) In case of any of the above circumstances the RailTel shall pay the supplier for all products and services delivered till point of termination as per terms and conditions of the contract. However, any recovery and losses occurred to RailTel will be recovered from Contractor up to the value of contract.

e) If 10% or more equipment found to be failed frequently again and again, the bidder may be barred for participating in the tender for a period of two years besides the above penalties to be imposed. RailTel

keeps the right to terminate the contract in case of poor performance of quality and reliability of product supplied.

18. Risk Purchase

- a) If the equipment / article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by RailTel or not meeting the required quality standards, the RailTel shall be at liberty, without prejudice to the right of the RailTel to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Seller at the prevailing bank rate of interest.
- b) The RailTel shall also be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and or in the event of the contract being terminated, the balance of the articles remaining to be delivered there under at the risk & cost of Seller. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Seller.

19. DISPUTE SETTLEMENT

- 19.1 In case of any dispute concerning the contract / agreement, both the CSP and RailTel shall try to settle the same amicably through mutual discussion / negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of Arbitration shall be New Delhi.
- 19.2 The arbitral tribunal shall consist of the Sole Arbitrator. The arbitrator shall be appointed by the Chairman & Managing Director (CMD) of RailTel Corporation of India Ltd.
- 19.3 All arbitration proceedings shall be conducted in English.
- 19.4 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 Labour (Abolition and Regulation) Act 1970,

Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

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. Force Majeure

- 22.1 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.
- 22.2 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.

23. Indemnity

- 23.1 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.

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

24. EXIT MANAGEMENT

24.1 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.

24.2 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).



24.3 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.

24.4 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.

25. Warranty: 03 Years onsite Warranty.



Annexure 1: Format for COVERING LETTER

COVERING LETTER (To be on company letter head)

To,
The Principle Executive Director
RailTel Corporation of India Ltd. 19th Floor, Aurora
Waterfront, opposite NALBAN, Sector V, Bidhannagar,
Kolkata, West Bengal 700091

Dear Sir,

SUB: Participation in the Eol process

Having examined the Invitation for Eol document bearing the reference number _____ released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitationfor Eol document.

If our application is accepted, we undertake to abide by all the terms and conditions mentioned inthe said Invitation for Eol document and customer work order (if awarded to RailTel).

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

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

Authorized Signatory

Name

Designation

Annexure 2: Format for Self-Certificate & Undertaking



DELETED



Annexure 3: Undertaking for not Being Blacklisted/Debarred

<On Company Letter Head>

To,

The Principle Executive Director
RailTel Corporation of India Ltd. 19th Floor, Aurora
Waterfront, opposite NALBAN, Sector V,
Bidhannagar, Kolkata, West Bengal 700091

Subject: Undertaking for not Being Blacklisted/Debarred

We, Company Name, having its registered office at Address hereby declares that that the Company has not been blacklisted/debarred by any Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Partner's Company Seal:

Annexure 4: Format of Affidavit

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY SOLE PARTNER/ ALL CONSORTIUM PARTNERS
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 partner) **

I..... (Name and designation)** appointed as the attorney/authorized signatory of the partner (including its constituents),

M/s (hereinafter called the partner) for the purpose of the EOI documents for the work of _____ as per the EOI No. _____ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

1. I/we the partner (s), am/are signing this document after carefully reading the contents.
2. I/we the partner (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.railtel.enivida.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 partner)** 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 **PARTNER**

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

Place: Dated:

SEAL AND SIGNATURE
OF THE **PARTNER**

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



Annexure-5: Non-Disclosure Agreement (NDA) Format

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is made and entered into on this ____ day of ____ , 2024 (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, (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 unauthorised 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 consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.
- B. In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.
- C. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20: 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

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

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

_____ :

RailTel Corporation of India Limited:

By _____

By _____

Name:

Name:

Title:

Title:

Witnesses

Annexure-6: EMD (as PBG) Format

BG NO :
ISSUANCE DATE : DD-MM-YYYY
BG AMOUNT : Rs xxxxxxxx /-
EXPIRY DATE : XX-XX-XXXX
CLAIM EXPIRY DATE : XX-XX-XXXX

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 (Here in after called RailTel) having agreed to exempt (**Partner Name**) having its registered office at **Partner's address** (Here in after called "the said Contractor(s)") from the demand, of security deposit for the due fulfilment of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for **Rs. /- (In Words)**.

We, **Bank Name** a banking company incorporated under the Companies Act, 1956 and carrying on Banking Business under The Banking Regulation Act, 1949 and having its Registered Office at **Bank's Address** and its Central office at **Bank's Corporate Office Address** (indicate the name of the Bank) here in after referred to as "the Bank") at the request of **Partner's Name** Contractor(s) do hereby undertake to pay the **RailTel** an amount not exceeding **Rs /- (In Words)** .. 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 said Contractor(s) of any of the terms or conditions contained in the said Agreement.

We, **Bank Name** do here by undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the **RailTel** stating that the amount as claimed is due by way of loss or damage caused to or would be caused to or suffered by the **RailTel** by reason of breach by the said Contractor(s) of any terms and conditions contained in the said Agreement or by 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. /- (In Words)**.

We, **Bank's Name** undertake to pay to the **RailTel** any money so demanded not withstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s)/ Supplier(s) shall have no claim against us for making such payment.

We, **Bank's Name** further agree that the Guarantee here in contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the **RailTel** under or by virtue of the said Agreement have been fully paid and its



claims satisfied or discharged or till **RailTel** certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the **DD-MM-YYYY(Claim Expiry Date.)** We shall be discharged from all liability under this Guarantee thereafter.

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

This Guarantee will not be discharged due to the change in the Constitution of the bank or the Contractor(s) Supplier(s).

Bank's Name lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the **RailTel** in writing.

Date : DD-MM-YYYY

Place :



Annexure-7: MAF/MOU and other Documents

The Principle Executive Director
RailTel Corporation of India Ltd. 19th Floor, Aurora
Waterfront, opposite NALBAN, Sector V,
Bidhannagar, Kolkata, West Bengal 700091

Sub: Manufacturers Authorization Form, Certificate for latest product & back-to-back support for contract period years.

Ref: EOI Notice No: RAILTEL/ER/MKT/EOI/2024-25/XXX DTD XX-XX-2024

Dear Sir/Mam,

[Name of OEM] is established and reputable original equipment manufacturers of [name/or description of the products] having registered office in [].

We hereby authorize [Name & Address of Partner] to submit a bid, and subsequently negotiate and sign the Contract with you against EOI Notice No: RAILTEL/ER/MKT/EOI/2024-25/XXX DTD XX-XX-2024.

We [Name of OEM] also certify that we shall provide back-to-back support to [Name of Partner] for the proposed products for contract period from date of commissioning or as required in the tender document.

We [Name of OEM] also certify that the proposed products are latest. We also submit that the (a) EoL/EoSS dates for the equipment under reference as on the date of issue of this letter has not been declared, and (b) the equipment shall not be EoL/EoSS for a period of five years from the date of issue of LOA. However, if for reasons beyond our control, the EoL/EoSS dates are declared during the contract period and if those dates are prior to the date of end of contract period, then we will provide replacement of equipment with equivalent or higher specifications which will not reach EoL/EoSS for the remaining duration of the contract at no extra cost to the RailTel.

List of proposed product is [given below] or enclosed in Annexure.

Thank You

Authorised Signatory
For [Name of OEM]
Mob:



Annexure 8 - Technical Proposal Document
(On the Partner's Letterhead)

RFP Ref. No.:

Date:

To,

The Principal Executive Director
RailTel Corporation of India Ltd. 19th Floor,
Aurora Waterfront, opposite NALBAN, Sector V,
Bidhannagar, Kolkata, West Bengal 700091

Subject: Submission of Technical Proposal

Dear Sir/Madam,

We, the undersigned, express our commitment to provide Systems Implementation solutions to RailTel Corporation of India Limited in response to your Request for Proposal dated [insert date] and our Proposal. Our submission comprises this Technical Bid and the Financial Bid, submitted separately.

We affirm that all information and statements in this Technical Bid are accurate, and we acknowledge that any misrepresentation may result in our disqualification.

If our Proposal is accepted, we commit to initiating the Implementation services related to the assignment no later than the date indicated in the Data sheet.

We agree to adhere to all the terms and conditions outlined by RailTel's End Customer in future and confirm that the validity of our bid extends for 180 days.

Furthermore, we declare that we are not insolvent, in receivership, bankrupt, or undergoing winding up. Our affairs are not administered by a court or a judicial officer, our business activities have not been suspended, and we are not subject to legal proceedings for any of the aforementioned reasons.

We acknowledge that RailTel Corporation of India Limited is not obligated to accept any Proposal received.

Yours sincerely,

(Seal & Signature of the Authorized signatory of the Partner)

Name:

Designation:

Place:

Date:

Annexure-9: CONSORTIUM AGREEMENT / MEMORANDUM OF AGREEMENT

(On Stamp Paper of appropriate value)

This Consortium Agreement is executed at on this _ day of . BETWEEN

M/s., a Company incorporated under the Companies Act, 1956 and having its Registered Office at acting through its Managing Director, duly authorized by a resolution of the Board of Directors dated (hereinafter referred to as the „LEAD MEMBER“ which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

M/s. , a Company having its Office at and Office at
, acting through its Joint President/ MD/.., , duly authorized by a resolution of the Board of Directors dated (hereinafter referred to as the (“Participant member”) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER PART”

AND

M/s. , a Company having its Office at and Office at
, acting through its Joint President/ MD/.., , duly authorized by a resolution of the Board of Directors dated (hereinafter referred to as the (“Participant member”) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER PART”

Whereas RailTel Corporation of India Ltd. (hereinafter referred to as „RCIL“) has invite tenders for the “(NAME OF WORK)” in terms of the tender documents issued for the said purpose and the eligibility conditions required that the applicants bidding for the same should meet the conditions stipulated by RCIL for participating in the bid by the Consortium for handling the project for which the tender has been floated by RCIL.

AND WHEREAS in terms of the bid documents the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM Agreement hereby WITNESSES:

- a. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the tender process for “(NAME OF WORK)” in terms of the tender invited by RailTel Corporation of India Ltd., (RCIL).
- b. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by RCIL for awarding the tender to the Consortium so that the Consortium may take up the



1. aforesaid “(NAME OF WORK)” in case the Consortium turns out to be the successful bidder in the bid being invited by RCIL for the said purpose.
2. That the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the prequalification/ eligibility criteria stipulated for a bidder, to participate in the bid for the said tender process for “(NAME OF WORK)”
3. That the Consortium have agreed to nominate any one of , and as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Tender Application Form etc., Mandatory Information, Financial Bid. Etc., and such other documents as may be necessary for this purpose.
4. That if any change in the membership of the Consortium be required to be made by the members of the Consortium, the same shall be done with the consent of RCIL subject to the conditions as may be stipulated by them in this regard.
5. That in case to meet the requirements of bid documents or any other stipulations of RCIL, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
6. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
7. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project, if awarded to the Consortium, to meet the requirements and stipulations of RCIL.
8. The consortium formed will not be subject to alteration with regard to change in constituting firms and/or reorientation of roles. Any changes, if proposed by Consortium to take advantage of certain developments during evaluation stage will render the bid liable to be REJECTED.
9. All partners of the consortium shall be jointly and severally liable to RailTel for the execution of the entire contract in accordance with its terms.
10. Each Consortium member has minimum 20% contribution in the work and role/scope of each member is enclosed.
11. Power of Attorney by all members of the Consortium in favor of the Lead Member is also enclosed

IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS
ON THE DATE, MONTHS AND YEAR FIRST ABOVE WRITTEN



1. ()

Managing Director

For (Name of company)

2. ()

Managing Director

For (Name of company)

3 ()

Managing Director

For (Name of company)

WITNESSES:

1.

2.

Enclosure:

Board resolution of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and Appointing the authorized signatory for such purpose.



Annexure 10- Undertaking of Service Level Compliance

(On the Partner's Letterhead)

RFP Ref. No.:

Date:

To

The Principal Executive Director
RailTel Corporation of India Ltd. 19th Floor,
Aurora Waterfront, opposite NALBAN, Sector V,
Bidhannagar, Kolkata, West Bengal 700091

Dear Sir/Madam,

Sub: Undertaking on Service Level Compliance

1. I/We as Implementing Agency do hereby undertake that we shall monitor, maintain, and comply with the service levels stated in the RFP to provide quality service to **end customer of Railtel**.
2. However, if the proposed resources, Infrastructure and ICT components are found to be insufficient in meeting the EOI and/or the service level requirements given by RCIL, then we will augment the same without any additional cost to RCIL.

Yours sincerely

(Seal & Signature of the Authorized signatory of the System Integrator)

Name:

Place:

Designation:

Date:



Annexure 11 - Statement of No Deviation from Requirement Specifications
(On the Partner's Letterhead)

RFP Ref. No.:

Date:

To,

The Principal Executive Director
RailTel Corporation of India Ltd. 19th Floor,
Aurora Waterfront, opposite NALBAN, Sector V,
Bidhannagar, Kolkata, West Bengal 700091

Sir,

There are no technical deviations (null deviations) from the requirement specifications of items and schedule of requirements. The entire work shall be performed as per your specifications and documents.

This is to certify that our proposed solution meets all the requirements including but not limited to Scope of Work, stated Project Outcomes (including SLAs), Business Requirements and Functional Specifications/ Requirements.

We further certify that our proposed solution meets, is equivalent or better than the minimum technical specifications as given in the EOI.

We understand that the Bill of Quantity provided in the EOI is indicative, we confirm that we have undertaken our own assessment to finalize the components and quantity.

In case, any item of hardware or software is found non-compliant at any stage during project implementation, it would be replaced with a fully compliant product/solution at no additional cost to end customer. In case of non-adherence of this activity, RCIL reserves the right to cancel the contract, in case the said Contract is awarded to us by RCIL.

We further confirm that our commercial proposal is for the entire scope of work, comprising all required components and our obligations, for meeting the scope of work.

Thanking you, Yours sincerely,

(Seal & Signature of the Authorized signatory of the System Integrator)

Name:

Place:

Designation:

Date:

**Annexure 12 - Commercial Proposal Document**

RFP Ref. No.:

Date:

(Format for reporting commercials and mandatory letters that needs to be part of the commercial proposal document. Breakdown of cost mentioned, cost of each component, operating cost, employee cost, cost of operations and management, any other cost which the Partner feels.)

To

The Principal Executive Director
RailTel Corporation of India Ltd. 19th Floor,
Aurora Waterfront, opposite NALBAN, Sector V,
Bidhannagar, Kolkata, West Bengal 700091

Subject: Submission of Commercial proposal

Reference: EOI No:

Dated:

We, the undersigned Partner, having read and examined in detail the EOI documents for
“_____”. I / we do hereby
propose to provide services as specified in the EOI documents number -----Dated <dd/mm/yy>

1. PRICE PROPOSAL AND VALIDITY

All the prices mentioned in our RFP are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this RFP are valid for a period of **90 days from PO date of end customer.**

We hereby confirm that our RFP prices include all taxes. However, all the taxes are quoted separately under relevant sections.

We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

2. UNIT RATES

We have indicated in the relevant schedules enclosed the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. DEVIATIONS



We declare that all the services shall be performed strictly in accordance with the RFP documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, if any, found in the RFP documents, other than those stated in deviation schedule, shall not be given effect to.

4. RFP PRICING

We further confirm that the prices stated in our proposal are in accordance with your Instruction to Partners included in RFP documents.

5. QUALIFYING DATA

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

6. PROPOSAL PRICE

We declare that our Proposal Price is for the entire scope of the work as specified in the Schedule of Requirements and RFP documents.

7. PERFORMANCE BANK GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the PBG in the form prescribed in Proforma of Bank Guarantee towards PBG. We hereby declare that our RFP is made in good faith, without collusion or fraud and the information contained in the RFP is true and correct to the best of our knowledge and belief. We understand that our RFP is binding on us and that you are not bound to accept a RFP you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Yours sincerely,

(Seal & Signature of the Authorized signatory of the System Integrator)

Name:

Designation:

Place:

Date:

Annexure 12-A – Price Bid Format

To
The Principal Executive Director
RailTel Corporation of India
Ltd.
Eastern Regional Office
19th Floor, Aurora
Waterfronts,
Plot no. 34/1, Block - GN, Sec-V, Bidhannagar,
Kolkata 700091



Sub: Price Bid against EOI

Name of Bidder:								
SN	Particulars	Make	Model	Unit Rate	Qty	Total	GST Amount	Total Incl GST
1	Supply Installation & Commissioning of NGFW along with Warranty of 3 Years				33	₹ 0.00		₹ 0.00
2	Supply Installation & Commissioning of Switch along with Warranty of 3 Years				34	₹ 0.00		₹ 0.00
3	Supply Installation & Commissioning of UPS & Battery along with Warranty of 3 Years				33	₹ 0.00		₹ 0.00
5	Grand Total					₹ 0.00		₹ 0.00

Annexure – 13 - Undertaking on Exit Management and Transition

(On the Partner's Letterhead)

RFP Ref. No:

Date:

To,

The Principal Executive Director
RailTel Corporation of India Ltd. 19th Floor,
Aurora Waterfront, opposite NALBAN, Sector V,
Bidhannagar, Kolkata, West Bengal 700091

Dear Sir/Madam,

Sub: Undertaking on Exit Management and Transition

1. I/We hereby undertake that at the time of completion of our engagement with RCIL, either at the End of Contract or termination of Contract before planned Contract Period for any reason, we shall successfully carry out the exit management and transition of this Project to RCIL or to an agency identified by RCIL to the satisfaction of RCIL. I/We further undertake to complete the following as part of the Exit management and transition:
 - a. We undertake to complete the updating of all Project documents and other artefacts and handover the same to RCIL before transition.
 - b. We undertake to design standard operating procedures to manage system (including application and IT systems), document the same and train Customer personnel on the same.
 - c. If RCIL decides to take over the operations and maintenance of the Project on its own or identifies or selects any other agency for providing operations & maintenance services on this Project, then we shall provide necessary handholding and transition support, which shall include but not be limited to, conducting detailed walkthrough and demonstrations for the IT Infrastructure, handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the ICT components , conducting Training sessions etc.
2. I/We also understand that the Exit management and transition will be considered complete on the basis of approval from RCIL.

Yours sincerely,

(Seal & Signature of the Authorized signatory of the System Integrator)

Name:

Place:

Designation:

Date



Annexure 14: Declaration for Exclusivity of Participation

EOI Ref No.

Date:

To,

The Principal Executive Director
RailTel Corporation of India Ltd. 19th Floor,
Aurora Waterfront, opposite NALBAN, Sector V,
Bidhannagar, Kolkata, West Bengal 700091

Sub: Exclusive pre-RFP partnership arrangement with empaneled business associate of RailTel for participating in the end customer RFP.

We, M/s <Name and Address of Partner> will not submit directly or indirectly our 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 end customer organization by RailTel).

Note: This undertaking has to be given with this EOI Response.

Yours sincerely,

(Seal & Signature of the Authorized signatory of the System Integrator)

Name:

Designation:

Place:

Date:

Annexure 15

Integrity Pact Program

RailTel has adopted Integrity Pact Program and for implementation thereof all RFP/EOIs relating to procurement of OFC, quad cable, pre-fab shelters, electronic equipment and its installation and/or commissioning etc and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs. 25 crores at a time including for repair and maintenance of cable/network and any other items required for special works assigned to RailTel/REL will be covered under the Integrity Pact Program and the vendors are required to sign the IP document and submit the same to RailTel/REL before or along with the bids.

- a) Only those vendors who have purchased the EOI/RFP document and signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMNs) through the nodal officer, i.e. Chief Vigilance Officer (CVO), RailTel.

Name of IEMs and contact details:

- | | |
|-------------------------------|---|
| 1. Shri. Vinit Kumar Jayaswal | E-Mail: gkvinit@gmail.com M.No. +91-9871893484 |
| 2. Shri. Punati Sridhar | E-Mail: poonatis@gmail.com M.No. +91-9448105097 |

Name & contact details of Nodal Officer (IP) in RailTel:

Chief Vigilance Officer, RailTel Corporation of India Ltd
6th Floor, Office Block Tower-2, NBCC Complex, East Kidwai Nagar, New Delhi-110023
E-Mail: cvo@railtelindia.com

- b) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.
- c) Partner of Indian origin shall submit the Integrity Pact (in 2 copies) on a non-judicial stamp paper of Rs. 100/- duly signed by the person signing the bid. If the partner is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
- d) Partner of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.
- e) The 'Integrity Pact' shall be submitted by the Partner duly signed in all pages along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'. Response received without signed copy of the Integrity Pact document will be liable to be rejected. Proforma for signing the Integrity Pact is available in Annexure-15 of this EOI document.
- f) One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the partner during bid opening. If the Partners representative is not present during the Bid opening, the 2nd copy shall be sent to the partner by post/courier.
- g) The Integrity Pact is applicable in this EOI vide CVC circular no. 10/05/09 dated 18.05.09 and revised guideline of CVC circular no. 015/VGL/091 dated 13.01.17 or the latest updated from time to time shall be followed.

PROFORMA FOR “SIGNING THE INTEGRITY PACT”

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

AND

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

Preamble

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

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the EOI 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 EOI 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 EOI process treat all Partner(s) with equity and reason. The Principal will in particular, before and during the EOI process, provide to all Partner(s) the same information and will not provide to any Partner(s) confidential/additional information through which the Partner(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 Partner(s) / Contractor(s)

1. The Partner(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 EOI process and during the contract execution.
 - a. The Partner(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 EOI 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 EOI process or during the execution of the contract.
 - b. The Partner(s)/Contractor(s) will not enter with other Partners 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 Partner(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Partner(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 Partner(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the partner(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 Partner(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.
 - e. The Partner(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 Partner(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Partner(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 Partner(s)/Contractor(s) from the EOI process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is annexed and marked as Annex-“B”.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Partner(s) from the EOI 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 Partner 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 EOI process.
2. If the partner makes incorrect statement on this subject, he can be disqualified from the EOI process for action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

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

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

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

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

Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Partner(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Partner(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the CMD, RailTel within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to provided to Independent Directors on the RailTel Board.
8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed



against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Section 9: Pact Duration

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

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

Section 10: Other Provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)
(Office Seal)

(For & On behalf of Partner/Contractor)
(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Annexure – 16 – FORMAT OF CONTRACT AGREEMENT

(LOA No. _____ for “(Name of Work): _____ (_____ Railway Station) of Eastern Region”

This AGREEMENT is made at _____ on this _____ day of _____ two thousand and twenty one, by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered office at Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023, and Eastern Region office at 3rd & 16th Floor, Chatterjee International Centre, 33A, Jawaharlal Nehru road, Kolkata – 700 071 acting in the premises through Executive Director /Eastern Region (hereinafter referred to as ‘RailTel’, which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

And _____ having its registered office at _____ acting in the premises through _____ (hereafter referred to as “Contractor”, which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) of the other part.

Whereas in response to a call for EOI by RailTel for the work of “Name of Work.” as per EOI papers at Annexure ‘A’ read with Corrigendum..... Issued by RailTel hereto, the Contractor has submitted a EOI as per Annexure ‘B’ hereto

AND WHEREAS the said EOI of the Contractor has been accepted for the work of “Name of Work” of Eastern Region” as per copy of Letter of Acceptance of EOI No. _____ dated _____ complete with enclosures at the accepted rates and agreed deviations from EOI papers as per Annexure-C hereto at contract value of Rs. _____ (Rupees _____ Only) duly accepted by the contractor.

Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the said EOI of the Contractor has been accepted strictly according to the various provisions in Annexure ‘B’ and ‘C’ hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure ‘C’ and in terms of the provisions therein.

IN WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respective signatures.

Signed and delivered by Shri _____ for and on behalf of RailTel Corporation of India Ltd.

The contract within named in the presence of :

1. Signature :
Date :
Name in Capital Letter :
Address :



2. Signature :

Date :

Name in Block Capitals :

Address :

Signed and delivered by Shri. _____ for and on behalf of
_____, the contractor within named in the presence of :

1. Signature :

Date :

Name in Capital Letter :

Address :

2. Signature :

Date :

Name in Capital Letter :

Address :

Annexure – A : EOI Paper No. _____ with corrigendum, if any.

Annexure – B : Firm's offer.

Annexure – C : Letter of Acceptance No. _____ with all enclosures.

Annexure – D : Copy of Contract Performance Guarantee.

Annexure – 17 – TECHNICAL SPECIFICATIONS

“Bidders are requested to check the tender document for any corrigenda etc. the Specification given in Customer RFP has been copied here but it is bidder’s responsibility to confirm the compliance as per RFP Document.”

A. Next Generation Firewall

Specification for Next Generation Firewall (Quantity- 33)		
A	General Requirements	Network security appliance should support "Stateful" policy inspection technology. It should also have application intelligence for commonly used TCP/IP protocols like telnet, ftp etc.
		The proposed vendor must have a track record of continuous improvement in threat detection (IPS) and must have successfully completed NSS Labs’ NGFW Methodology with a minimum exploit blocking rate of 99% . The Firewall product/ product family should have 99 % SECURITY EFFECTIVENESS certified by Cyber Rating Org for enterprise firewall
B	Port Requirements	12 x 1GE RJ45 inbuilt interfaces, 6 x 1GE SFP slots, 4x 10G SFP+ slots populated with 2 nos. single mode transceiver . All the interface/slots should be available from day one
		The Appliance should have 1x USB & 1x Console Ports
		The Firewall should have redundant power supply from day one
		The Firewall should have min 400 GB or better local storage from day one.
C	Performance and Availability	The Firewall should support of 2,500,000 concurrent sessions, and 100,000 new sessions per second from day one.
		Minimum IPS throughput of 5000 Mbps for real world traffic or enterprise mix traffic
		Minimum Threat Prevention Throughput (measured with Application Control and IPS and Anti-Malware enabled) of 2500 Mbps for real world traffic or enterprise mix traffic
		IPSec VPN throughput: minimum 30 Gbps
		Simultaneous VPN tunnels: 1000
D	Routing Protocols	Proposed solution must support minimum 3Gbps or better SSL Inspection throughput
		Static Routing
		Policy Based Routing
E	Firewall Features	The Firewall should support dynamic routing protocol like RIP, OSPF, BGP, ISIS
		The proposed firewall must have Hardware-based security mechanisms protect against malicious software and phishing attacks.
		Firewall should provide application inspection for LDAP, SIP, H.323, SNMP, FTP,SMTP, HTTP, DNS, ICMP, DHCP, RPC,SNMP, IMAP, NFS etc
		IPv6-enabled inspection services for applications based on HTTP, FTP, SMTP, ICMP, TCP, and UDP
		Allows secure deployment of next-generation IPv6 networks, as well as hybrid environments that require simultaneous, dual stack support of IPv4 and IPv6
		The firewall should support transparent (Layer 2) firewall or routed (Layer 3) firewall Operation
		The Firewall should support multiple ISP link load balancing
		Firewall should support link aggregation functionality to group multiple ports as single port.

Specification for Next Generation Firewall (Quantity- 33)		
		Firewall should support static NAT, policy based NAT and PAT
		Firewall should support IPSec data encryption
		It should support the IPSec VPN for both site-site and remote access VPN
		Firewall should support IPSec NAT traversal
		Support for standard access lists and extended access lists to provide supervision and control
		Control SNMP access through the use of SNMP and MD5 authentication
		Firewall system should support virtual tunnel interfaces to provision route-based IPSec VPN
		The Firewall should have integrated solution for SSL VPN
		Should support LDAP, RADIUS, Windows AD, PKI based Authentication & should have integrated 2-Factor Authentication server support & this two factor authentication can be used for VPN users for accessing internal network from outside and for Local users accessing internet from inside the network and for administrative access to the appliance or all of them
		The solution should have basic server load balancing functionality as an inbuilt feature
		The appliance should support configuration of virtual firewall/virtual context with full functionality for at least 8 nos. from day one.
		Licensing should be a per device and not user or IP based (should support unlimited users)
F	Integrated IPS Features Set	IPS should have DDoS and DoS anomaly detection and protection mechanism with threshold configuration.
		Support SYN detection and protection for both targets and IPS devices.
		The device shall allow administrators to create Custom IPS signatures
		Should have a built-in Signature and Anomaly based IPS engine on the same unit
		Signature based detection using real time updated database & should have minimum 10000+ IPS signature database from day one
		Supports automatic security updates directly over the internet. (ie no dependency of any intermediate device)
		Signature updates do not require reboot of the unit.
		Configurable IPS filters to selectively implement signatures based on severity, target (client/server) and operating systems
		IPS Actions: Default, monitor, block, reset, or quarantine
		Should support packet capture option
		IP(s) exemption from specified IPS signatures
G	Anti-Virus & Anti Bot	Firewall should support antimalware capabilities, including antivirus, botnet traffic filter and antispyware
		Solution should be able to detect and prevent unique communication patterns used by BOTs i.e., information about botnet family
		Solution should be able to block traffic between infected host and remote operator and not to legitimate destination
		Should have antivirus protection for protocols like HTTP, HTTPS, IMAPS, POP3S, SMTPS protocols etc.
		Solution should have an option of packet capture for further analysis of the incident
		Solution should uncover threats hidden in SSL links and communications

Specification for Next Generation Firewall (Quantity- 33)		
		The AV should scan files that are passing on CIFS protocol
		The proposed system shall provide ability to allow, block attachments or downloads according to file extensions and/or file types
		NGFW should have cloud sandbox functionality to protect organization from Adance Persistence Threats. In case any additional license is required, bidder has to include it in proposal from day one.
		NGFW should have functionality of Content Disarm and Reconstruction (CDR) to remove all active content from attachment in real-time before passing it to user.
		The proposed system should be able to block or allow oversize file based on configurable thresholds for each protocol types and per firewall policy.
H	Additional Firewall Features	The proposed system should have integrated Enterprise-class Web Content Filtering solution with database which should support over 250 million webpages in 72+ categories and 68+ languages without external solution, devices or hardware modules.
		Should support detection over 3,000+ applications in multiple Categories: Botnet, Collaboration, Email, File Sharing, Game, General Interest, Network Service, P2P, Proxy, Remote Access, social media, Storage Backup, Update, Video/Audio, VoIP, Industrial, Special, Web (Others)
		The product must support Layer-7 based UTM/Firewall virtualization, and all UTM features should be supported in each virtual firewall like Threat Prevention, IPS, Web filter, Application Control, content filtering etc.
		The solution should have the flexibility to write security policies based on IP Address & Username & Endpoint Operating System
		QoS features like traffic prioritization, differentiated services, Should support for QoS features for defining the QoS policies.
		It should support the VOIP traffic filtering
		Appliance should have identity awareness capabilities
		The firewall must support Active-Active as well as Active-Passive redundancy.
		Solution must support VRRP clustering protocol.
		The NGFW shall support interface link monitoring failover
		The NGFW shall support external device ping probe failover
		The NGFW must have provision of fail-over in case of high memory utilisation on primary appliance.
		The NGFW should have SDN connector for Kubernetes, VMware ESXi and NSX, OpenStack, Cisco ACI, Nuage Networks and Nutanix Prism and AWS, MS Azure, GCP, OCI, AliCloud and IBM Cloud, incase any additional license required bidder must include the same.
		The NGFW should have built in 2FA server and atleast two token for administrator login from day one.
I	Management Functionality	The firewall should have embedded web based management functionality to configure without any additional software/hardware. The NGFW should support central management as well if required.
		Support accessible through variety of methods, including console port, Telnet, and SSHv2
		Support for both SNMPv2 and SNMPv2c, providing in-depth visibility into the status of appliances.

Specification for Next Generation Firewall (Quantity- 33)		
		Should have capability to import configuration and software files for rapid provisioning and deployment using Trivial File Transfer Protocol (TFTP), HTTP, HTTPS
		Solution must have different administrative profile to choose to login in read only or read-write mode
J	Warranty & Support	The solution must provide 3 years support for hardware and all required license for above mention functionality

B. Layer 2 Switch:

Layer 2 Switch [Quantity - 34 nos.]		
1	General Requirements	Should have 24x GE RJ45 Interfaces and 4x 10GE SFP+ for Uplink connectivity
2		Should have 128Gbps of Switching capacity or more
3		Should have 190Mpps of Packets Forwarding or more
4		Should have 32K or more MAC address table
5		Should have 4K or more VLAN support
6		Switch should support SNMP for polling of system statistics, SNMP traps, SNMP MIB download from GUI
7		Should log all authentication events Locally and to Syslog Server
8		Should support backup of the full system configuration via the GUI
9		Should support a local user database
10		Should have built-in tcpdump-like tool and log collecting functionality
11		Should support REST API for configuration and monitoring
12		Should support multiple configuration files with 2 bootable partitions for better availability and easy upgrade / fallback.
13		Should support auto-ranging power supply with input voltages between 100 and 240V AC
14	Layer 2 Requirement	Should support jumbo frames
15		Should support link auto-negotiation
16		Should support Spanning Tree Protocol, STP Root Guard, BPDU Guard
17		Should support Edge Port / Port Fast
18		Should support IEEE 802.1p Mapping to priority queue and VLAN tagging
19		Should support IEEE 802.3ad Link Aggregation with LACP
20		Should support load balancing algorithms with Link Aggregation
21		Should support 802.1x MAC-based authentication
22		Should support MAC Authentication Bypass (MAB)
23		Should support load balancing algorithms with Link Aggregation
24		Should support virtual wire
25		Should support full line rate without traffic oversubscription
26		Should support Time-Domain Reflectometry (TDR) Support, this will be used for testing cable systems and able to detect and pinpoint issues

Layer 2 Switch [Quantity - 34 nos.]		
27		Should support telnet/SSH
28		Should support SNMP
29		Should support firmware download via TFTP/FTP/GUI
30	Authentication Requirements	Should support captive portal for authentication
31		Should support LLDP, LLDP-MED
32		Should support MAC, IP and Protocol based VLAN assignment (802.1v)
33		Should support 802.1x port-based authentication, authentication via certificate EAP-TLS and EAP-TTLS, guest VLAN assignment, authentication fail VLAN for unauthenticated users, MAC-based authentication
34		Should support MAC Authentication Bypass (MAB)
35		Should support Black listing and White Listing of MAC address from central management system
36		Should support Storm Control
37		Should support LoopGuard
38		Should support IGMP snooping
39		Should support DHCP snooping and DHCP relay
40		Should support Port mirroring
41		Should support sFlow
42		Should support ACL, ACL classifier, ACL drop action, ACL policer action, ACL counter action, ACL mirror action, ACL redirect action
43		Should support security checks
44		Should support port MAC limit
45		Should support MAC-IP binding
46		Should support static MAC
47		Should support Dynamic ARP Inspection
48		Should support Sticky Mac
49	QoS	Should support 8 queues per port
50		Should support packet classification, packet marking, packet queuing
51		Should support 802.1p, TOS/DSCP for priority queueing
52		Should support strict scheduling mode, Round Robin (RR), Weighted Round Robin (WRR)
53		Should support policer
54		Should support QoS per VLAN

C. 1 KVA UPS

Specifications for 1 KVA Online UPS (Quantity- 33 nos.)	
Parameter	Specification Required
Capacity	1 KVA
Technology	Online UPS
Input Voltage Range	160V - 280V AC
Input Frequency	50 Hz \pm 5%
Input Power Factor	\geq 0.95
Output Voltage	230V \pm 2% AC
Output Frequency	50 Hz \pm 0.1% (Battery Mode)
Output Waveform	Pure Sine Wave
Efficiency	\geq 90% (at full load)
Backup Time	2 Hours
Battery Type	Sealed Maintenance Free (SMF) / VRLA Battery
Battery Voltage	36V DC (3 Batteries of 12V each in Series)
Battery Capacity	12V, 75-80 Ah per Battery
Charging Time	6-8 Hours to 90% Capacity
Overload Capacity	110% for 5 minutes
Protection Features	Overload, Short Circuit, Battery Low, Surge Protection
Display Panel	LCD/LED Display (Input Voltage, Output Voltage, Battery Status, Load Level)
Noise Level	\leq 50 dB at 1 meter distance
Warranty	3 years for UPS, 3 Years for Battery
Isolation Transformer	Optional / External/Internal
