



रेलटेल
RAILTEL

RAILTEL CORPORATION OF INDIA LTD.

(A Govt. of India Enterprise)

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

Expression of Interest for

**Design, Supply, Installation, Configuration and Maintenance of
Firewall - NGFW and Network Switches for 3 Years**

At Kamarajar Port Limited

No: RCIL/SR/MAS/KPL-FW/2024-25/EOI/03, dated 24.07.2024

NOTICE

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

EOI No. RCIL/SR/MAS/KPL-FW/2024-25/EOI/03, dated 24.07.2024

RailTel Corporation of India Ltd., hereafter referred to as RailTel calls your attention for Selection of Systems Integrator & Implementation Partner (BA/SI), “Design, Supply, Installation, Configuration and Maintenance of Firewall - NGFW and Network Switches for 3 Years”

1	Sending of EoI to SI's/BA's	24.07.2024
2	Submission of EOI documents	29.07.2024 by 15:00 Hrs
3	Opening of EOI documents	29.07.2024 by 15:30 Hrs
4	Number of copies to be submitted	01
5.	Address for bid submission https://railtel.eNivida.com	RailTel Corporation of India Ltd. 275e, EVR Periyar High Road CAO/CN Office, Southern Railway Egmore, Chennai- 600008

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

Contact : Harikrishnan
Position : Deputy Manager
Email : harikrishnan@railtelindia.com
Mobile : 9391393028

Signature of Tenderer with Seal

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CHECKLIST OF ESSENTIAL DOCUMENTATION/ACTIVITY

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

SN	Item/Clause of Tender Document	Details / Remarks
1	Letter from RailTel selecting bidder as an empaneled Business Partner/SI/Business Associate.	
2	Copy of PBG submitted for SI/BA/BP empaneled Agreement with RailTel. PBG should be valid on the date of submission of the quote. Quotes accompanied without copy of valid PBG will be rejected.	
3	Audited balance sheet for the financial year 2021-22, 2022 -23, 2023 -24, and showing total qualifying turnover of minimum 1.46 Crore.	
4	Undertaking from the Company Secretary or the Managing Director/Authorized representative of the partner.	
5	Valid documentary evidence of address or a self-undertaking.	
6	MAF as per format in annexure-5 from OEMs to be attached showing support of OEM during the currency of the project for both AMC and supply of hardware and software.	
7	Notarized Power of attorney to be submitted in favour of authorized person	
8	Integrity Pact Annexure 7	

1. RailTel – Introduction

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

2. Scope of Work

2.1 Preamble

RailTel had awarded by Kamarajar Port Limited, for the work of Design, Supply, Installation, Configuration, Maintenance of Firewall - NGFW and Network Switches for 3 Years.

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

The scope of this EOI is entire scope Kamarajar Port Limited, Chennai, “Schedule of requirement” at Annexure 07

2.2 Roles and Responsibility of the BA/SI Partner

The BA/SI will be responsible for the work of Design, Supply, Installation, Configuration, Maintenance of **Next Generation Firewall Network and Network Switches for 3 years**

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

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

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

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

Governance Framework

- The BA/SI shall adhere to the governance framework put in by RailTel for the project deliverable.
- The Governance team (RailTel) among other things will monitor the performance of the project and take corrective measures as required for successful delivery of the project.

- The Governance Team (RailTel) shall be overseeing the coordination, periodical reviews, escalations, billing, documentation, customer interactions etc

2.3 Qualifying and mandatory conditions

The bidder must comply the following:

Sl No	Particulars	Criteria	Proof/Documents Required
1	Empaneled partner of RailTel	BA/SI Partner must already be an empaneled Business Partner/ System Integrator / Managed Service Provider/ Business Associate of RailTel. Further BA/SI/MSP, who have breached contract or engaged in legal dispute with RailTel shall not be eligible for the Bid. The project being proposed is capital intensive hence the BA/SI/MSP should not be a loss-making entity during the last three (3) Financial years	Letter from RailTel selecting bidder as an empaneled channel partner/Business Partner/SI/MSP. Audited balance sheet for the financial year 2021-22, 2022 -23, 2023 -24 showing Profit and Loss Account and total turnover.
2	EMD	Rs. 90100/-(Ninety thousand and One hundred rupees only)	To be paid via E-Nivida Portal. Scanned Acknowledgement copy to be uploaded online at the time of bid submission
2	Valid PBG	PBG @ 5% document	Copy of PBG submitted for SI/BA/MSP empanelment with RailTel. PBG should be 5% of the order value after signed LOA

3	Turnover	Annual financial turnover during each of the last 3 years, ending 31 st March 2024, should be at least (150% of this bid value).	Audited balance sheet for the financial year 2021-22, 2022-23, 2023-24 showing Profit and Loss Account and total turnover.
4	Blacklisting	SI Partner should not have been blacklisted by the Government of India or any state government or any of its agencies or PSUs for any reasons whatsoever and SI Partner should not have been blacklisted by Central / any other State/UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices.	Undertaking from the Company Secretary or the Managing Director/Authorized representative of the Partner
5	Technical Experience	Experience Required for same /similar service* for past 1 year	Valid PO and completion certificate should be submitted .
6	Office	The bidder should have an office in Chennai having maintenance and service facility	Valid documentary evidence of address should be submitted
7	Tie up with OEM	Bidder should have tie up with OEM of equipment's for which AMC has to be provided and for the equipment/ software bidder propose to supply.	MAF from OEMs to be attached showing support of OEM during the currency of the project for both AMC and supply of hardware and software as per format in Annexure 5.
8	Authorization	The bid must be signed by authorized person	Power of attorney to be submitted in favor of authorized person.

*Similar Service means Supply & Installation of Network, Firewall Switches, etc.

3 Evaluation Method

Among all the bidders who are complying the qualifying and mandatory conditions (Table under cl.2.3) the evaluation based on submission of total offered cost (All-inclusive including Taxes) for this EOI to select lowest eligible bidder. The price bids are to be submitted as per Annexure-2 as a single percentage.

4 Signing of NDA

RailTel shall sign an NDA with the selected SI/BA/BP based on the terms and conditions given in the EOI & project requirement.

5 Acceptance of LOA and Performance Bank Guarantee

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

The procedure for obtaining Performance Guarantee is outlined below: -

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

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

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

5.2 The Performance Bank guarantee will bear no interest.

6 Payment Terms:

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

1	95% After Supply, Installation and Commissioning-DOC of LOA
2	After Completing 1st year (2.5%) of LOA
3	After Completing 2nd year (2.5%) of LOA

7 Timeframe for Completion of Project:

S. No.	Services	Timelines
1	Delivery of hardware and software to be supplied through this RFP.	04weeks from the date of issue of LOA by RailTel.
2	Installation and Operationalization of complete solution.	06weeks from the date of acceptance of LOA by RailTel

8 Service Level Agreement for Services

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

9 Liquidated Damages

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

10 Comprehensive Onsite Warranty

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

11 Bid Currency and bid validity

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

Bids shall remain valid for a period of 30 days from the date of opening of the bids. RailTel shall at its own discretion may reject a bid value of shorter period.

12 Modification and/or Withdrawal of Bids:

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

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

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

13 Variation in Quantity:

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

14. Negotiation:

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

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

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

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

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

14.4. The tenderer shall submit his tender through <https://railtel.eNivida.com> on or before specified date & time. Copy of the tender shall be complete in all respects. The copy should be marked "Original". The original tender paper purchased from this office or down loaded from the RailTel web site and all corrigenda/addenda, if any, shall be returned duly stamped and signed on each page along with the original offer.

14.5. The offer shall be submitted in single packet. Techno-commercial bid & price bid shall be submitted in <https://railtel.eNivida.com>.

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

15. Information to Bidder

15.1 Guideline for preparation of response to this EoI

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

1. The price bid should be in the format provided in Annexure-3. Any bid not found responsive to the details mentioned in this document may be rejected.
2. The bidder is requested to review the response before submission as the submitted responses shall be considered final and revisions may not be permitted, unless there are genuine reasons for such revision.

3. Bidder should download the attachment and sign each page & fill the bid sheet (Annexure-3), attach all documents as required for this EOI document (see checklist) and submit the complete bid in a sealed envelope before due time & date. Late and Delayed response to this EOI shall not be considered.

15.2 Amendment to the EOI Document

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

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

15.3 Arbitration

The parties through respective signatories shall settle any dispute or disagreement with respect to performance, non-performance, or defective performance of respective obligation amicably. In the event of disputes remaining unresolved, the parties shall refer the matter to a single arbitrator under arbitration law that may be applicable, whose appointment shall be done by CMD, RailTel Corporation of India Limited. The place of arbitration shall be New Delhi and the language used shall be English.

15.4 Force Majeure Clause

If at any time, during the continuance of this contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earthquakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/regulations, order of requisitions issued by any Government Department or Competent Authority of acts of God (here-in-after referred to as event) then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the obligations under the Contract shall be resumed as soon as

practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the RailTel and the Contract or after any event or 60days in the absence of such an agreement which ever is more, either party may at its option terminate the Contract provided also that if the contract is so terminated under this clause the RailTel may at the time of such termination take over from the Contractor at prices as provided for in the contract ,all works executed or works under execution.

16. Terms and Conditions

- 1) RailTel will enter into an agreement, incorporating technical specifications, financial conditions, service levels and related terms and conditions of the RFP by Kamarajar Port Limited, Chennai. The successful bidder needs to sign an NDA with RailTel as per RailTel's policy.
- 2) RailTel reserves the right to accept or reject any or all application(s) without assigning any reason whatsoever. RailTel's decision in this regard shall be binding and final.
- 3) If any of the information, furnished by the bidder, is found incorrect at a later stage, the selected bidder shall be liable to be barred from participating in current and subsequent opportunities with RailTel. RailTel reserves the right to verify the particulars furnished by the applicant independently.
- 4) The bidder after submitting the response to this EoI agrees with RailTel for honoring all aspects of fair-trade practices.
- 5) The bidder shall bear all cost associated with the preparation and submission of the response to this EoI.
- 6) A NIL deviation certificate for the acceptance of all the terms and conditions and technical specifications as mentioned in this EOI and in the RFP by Kamarajar Port Limited, Chennai.

7) Insurance

The goods are to be insured by BA/SI with Kamarajar Port Limited, Chennai name for an amount equivalent to 110% of the invoice value for Transit. The BA/SI should also insure the goods for the invoice value under Storage Cum Erection Policy till three months from the date of delivery either by a single Policy for each and every supply or by a Master Policy for the items proposed to be supplied in future. If any loss incurred by the Kamarajar

Port Limited, Chennai due to Insurance not taken by the supplier, then the BA/SI should make good the loss to the Kamarajar Port Limited, Chennai

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

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

17. Technical and Commercial Proposal

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

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

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

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

17.1 Annexure 1: Cover Letter Format

COVERING LETTER

(To be on company letter head)

Offer Reference No: _____

Date:

To,

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

Sub: Tender Supply, Installation and Maintenance of Firewall - NGFW (Q2) (PAC Only), Layer 2 Access Switch (V2) (Q2) (PAC Only) , Layer 2 Access Switch (V2) (Q2 at Kamarajar Port Limited, Chennai.

Dear Sir

Having examined EoI document bearing the reference number RCIL-2024-MAS-NIT-RFP-03, dated 24/07/2024 released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and submit our offer.

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

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

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Date:

Signature with seal (In the box)

Name _____ Designation: _____ Authorized Signatory _____

17.2 Annexure 2: Price Bid document**SCOPE OF WORK UNDER VARIOUS ITEMS OF PRICE SCHEDULE**

Please quote single percentage over the total price and the detailed price as per Annexures. (All the price are Including GST)

4	Total Value including All Taxes in Words	Rs.90,02,644/-
Note 1	Single % (percentage) to be quoted by the bidder on Total Value	
Note 2	Incase of Discrepancy, total value arrived at after bidder % (In words) shall be final and % above/ below/At par shall be calculated accordingly.	
Note 3	The % quoted here shall be applicable uniformly for all the items mentioned in Annexure 2. No separate %age to be quoted against Annexure 2	
Note 4	The breakup item wise (With HSN/SAC Code for both the supply and service items) to be provided as separate sheet. The Bidder shall show the calculation to arrive at total value of offer including Tax and it should be consistent with the offered value without GST. Incase of any inconsistency, the value offered without GST shall be taken into account and corrected value of the offer shall be worked out.	

Following points to be considered:

- It is compulsory to quote in Single Percentage.
- The price quoted in the bid should be inclusive of all charges and GST.
- The bidder will be required to give technical presentation on various items of bid to demonstrate his solution.

We abide by details given above and the terms of the bid document.

Dated this.....Day of 2024

Signature
(In the Capacity of)

..... Duly authorized to sign bid for

and on behalf of
(Give below the Name & Address of Bidder)

17.3 Annexure 3: BOM of Firewall and Network Switches Solutions offered

S. No.	Description	Quantity	Description	OEM	Make & Model
1.	Next Generation firewall	2	Next Generation firewall	CISCO	FPR3105-NGFW-K9 without FM
2	Layer 2 48 Port Switch	3	Layer 2 48 Port Switch	CISCO	C9200L-48P-4X-E
3	Layer 2 24 Port Switch	3	Layer 2 24 Port Switch	CISCO	C9200L-24T-4X-E
4	Layer 2 8 Port Switch	2	Layer 2 8 Port Switch	CISCO	C9200CX-8P-2X2G-E

Note: The detailed specifications provided shall also be accompanied by their Data sheets for that particular make and model.

17.4 Annexure 4: Performance Bank Guarantee Format**PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND**

(On Stamp Paper of Rs One hundred)

(To be used by approved Scheduled Banks)

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

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

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

4. We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the

performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the We shall be discharged from all liability under this Guarantee thereafter.

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

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) / Tenderer(s).

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

Dated the day of 2024

for

(Indicate the name of the Bank)

Witness

Signature

Name

Signature

Name

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17.5 Annexure 5- MANUFACTURER'S AUTHORIZATION FORM

RailTel EOI No. RCIL-2024-MAS-KPL-RFP-03 dated on 24/07/2024

To

Dear Sir

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

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

Yours faithfully,

(Name of the Official)

(Name of manufacturers)

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

Annexure-6**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

- 1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with RailTel Units shall apply for registration in the prescribed Application -Form.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ retainer-ship being paid by the principal to the agent before the placement of order by RailTel.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 **DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.**
 - 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by RAILTEL in Indian Rupees only.
 - 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
 - 2.2.2 The amount of commission /remuneration included in the price(s) quoted by the tenderer for himself.

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

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

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

2.5 **Annexure-B**

GUIDELINES ON BANNING OF BUSINESS DEALINGS CONTENTS

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1. Introduction

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

2. Scope

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.
- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
 - a) If one is a subsidiary of the other;
 - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - a) For Company (entire RAILTEL) wide Banning: The Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, RAILTEL shall be the 'Appellate Authority' in respect of such cases except banning of business dealings with Foreign Suppliers of imported items.
 - b) For banning of business dealings with Foreign Suppliers of imported items, RAILTEL Directors Committee (RDC) shall be the 'Competent Authority'. The Appeal against the Order passed by RDC, shall lie with CMD, as First Appellate Authority.
 - c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach Railway Board as Second Appellate Authority.
 - d) For RailTel Regions only: Any officer not below the rank of General Manager appointed or nominated by the Executive Director of concerned Region shall be the 'Competent Authority' for the purpose of these guidelines. The Executive Director of the concerned Region shall be the 'Appellate Authority' in all such cases.
 - e) For Corporate Office only: For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Concerned Group General Manager / General Manager shall be the 'Competent Authority' and concerned Director shall be the 'Appellate Authority'.

- f) CMD, RAILTEL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- v) 'List of approved Agencies - Parties / Contractors / Suppliers/ Purchaser/ Customers' shall mean and include list of approved /registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers, etc.

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency dealing with RAILTEL is under investigation by any department (except Foreign Suppliers of imported items), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2 The order of suspension shall be communicated to all the departmental heads within the unit/ region/ Corporate Office as the case may be. During the period of suspension, no business dealing may be held with the agency.

- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of RAILTEL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), RAILTEL Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the units/ regions of RAILTEL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the units/ Regions / Corporate Office by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency and all concerned. Such an order would operate for a period of six months from the date of issue.
- 5.5 for suspension of business dealings with Foreign Suppliers of imported items, following shall be the procedure:
- i) Suspension of the foreign suppliers shall apply throughout the Company/ Regions including Subsidiaries.
 - ii) Based on the complaint forwarded by ED / GGM / GM or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of RAILTEL to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director / GGM / GM, to place it before a Committee consisting of the following:
 1. ED / GGM/ GM (viz. Representative of Corporate Finance).
 2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
 3. ED / GGM/ GM (to be nominated on case to case basis).
 4. ED / GGM/ GM ((viz. Representative of Corporate Law).

The committee shall expeditiously examine the report and give its comments / recommendations within twenty one days of receipt of the reference by ED/ GGM/ GM.
 - iii) The comments / recommendations of the Committee shall then be placed by ED/GGM/GM, before RAILTEL Directors' Committee (RDC) constituted for import of items. If RDC opines that it is a fit case for suspension, RDC may pass necessary orders which shall be communicated to the foreign supplier by the ED/GGM/GM.

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

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

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or RAILTEL, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return / refund the dues of RAILTEL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;
- 6.8 If the Agency uses intimidation/ threatening or brings undue outside pressure on the Company (RAILTEL) or its official in acceptance/ performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (RAILTEL) or not;

- 6.11 Based on the findings of title investigation report of CBI / Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Company (RAILTEL) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Company (RAILTEL), forcefully occupies tampers or damages the Company's properties including land, water resources, etc.

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

7. Banning of Business Dealings

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

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

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

Undertaking

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

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

- 7.3 There will be a Standing Committee in each Region/ Unit to be appointed by Chief Executive Officer for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers. However, for procurement of items/ award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager/ Dy. General Manager each from Operations, Finance, Law & Project. Member from Project shall be the convener of the committee. The functions of the committee shall, inter-alia include:
- i) To study the report of the investigating Agency and decide if a prima-facie case for Company-wide / Region wise banning exists, if not, send back the case to the Competent Authority.
 - ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
 - iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - iv) To submit final recommendation to the Competent Authority for banning or otherwise.
- 7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show- cause notice may be issued to the Agency and an enquiry held accordingly.
- 7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported items.
- i) Banning of the agencies, shall apply throughout the Company including subsidiaries.
 - ii) Based on the complaint forwarded by Executive Director or received directly by Corporate Vigilance, an investigation shall be carried out by Corporate Vigilance. After investigation, depending upon the gravity of the misconduct, Corporate Vigilance may send their report to Executive Director/ GGM/ GM, to be placed before a Committee consisting of the following:
 1. ED / GGM/ GM (viz. Representative of Corporate Finance).
 2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
 3. ED / GGM/ GM (to be nominated on case-to-case basis).
 4. ED / GGM/ GM ((viz. Representative of Corporate Law).

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

- iii) The comments/recommendations of the Committee shall be placed by ED/ GGM/ GM before RAILTEL Directors' Committee (RDC) constituted for import of foreign items. If RDC opines that it is a fit case for initiating banning action, it will direct

ED/ GGM/ GM to issue show-cause notice to the agency for replying within a reasonable period.

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

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

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

9. Show-cause Notice

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

10. Appeal against the Decision of the Competent Authority

- 10.1 The agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Chief Executive / Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Chief Executive / Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

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

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

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Annexure 7

INTEGRITY PACT

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

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

And

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

Preamble

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

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

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

Section 4: Compensation for Damages

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

Section 5: Previous Transgression

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

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

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

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

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

Section 8: Independent External Monitor / Monitors

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

take further action as per the terms & conditions of the contract. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

Independent Monitors :

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

Section 9: Pact Duration

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

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

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

Section 10: Other Provisions

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

this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

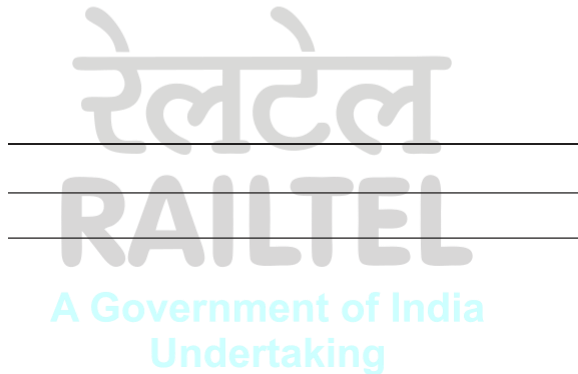
5. The parties signing the IP shall not approach the Courts while representing the matters to the IEMs and he/she will await the decision in the matter.
6. Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor
7. The Integrity pact shall be deemed to form a part of contract and parties shall be bound by it's provision.
8. Issues like warranty/guarantee etc. should be outside the purview of IEMs.

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

Place _____
Date _____

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

Witness 1:
(Name & Address)



Witness 2:

(Name & Address)

17.7 Annexure -7 – RFP by Kamarajar Port Limited, Chennai.

As Per GeM RFP and Corrigendum are below



Signature of Tenderer with Seal

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	01-03-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	01-03-2024 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Ports, Shipping And Waterways
Department Name/विभाग का नाम	Kamarajar Port Limited
Organisation Name/संगठन का नाम	Kamarajar Port Limited
Office Name/कार्यालय का नाम	Chennai
Total Quantity/कुल मात्रा	10
Item Category/मद केटेगरी	Firewall - NGFW (Q2) (PAC Only) , Layer 2 Access Switch (V2) (Q2) (PAC Only) , Layer 2 Access Switch (V2) (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	41 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	41 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance/विगत प्रदर्शन	50 %

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Firewall - NGFW
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	13618249
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

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

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

Beneficiary/लाभार्थी :

Sr.Manager(IT)
Chennai, Kamarajar Port Limited, Kamarajar Port Limited, Ministry of Ports, Shipping and Waterways
(R G Kubendran)

Splitting/विभाजन

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

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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Details of the Competent Authority for MSE

Name of Competent Authority	GM
Designation of Competent Authority	GM
Office / Department / Division of Competent Authority	IT division
CA Approval Number	KPL/IT/Hardware/2024/01
Competent Authority Approval Date	15-02-2024
Brief Description of the Approval Granted by Competent Authority	Competent Authority approval was obtained vide note sheet dated Feb 15,2024 for the procurement of Cisco Firewall(2 nos.) and Cisco Layer 2 network switches(8 nos.) through GeM portal for the total value of Rs.13618249/- using PAC bidding process.

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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Details of the Competent Authority for MII

Name of Competent Authority	GM
Designation of Competent Authority	GM
Office / Department / Division of Competent Authority	IT division
CA Approval Number	KPL/IT/Hardware/2024/01
Competent Authority Approval Date	15-02-2024
Brief Description of the Approval Granted by Competent Authority	Competent Authority approval was obtained vide note sheet dated Feb 15,2024 for the procurement of Cisco Firewall(2 nos.) and Cisco Layer 2 network switches(8 nos.) through GeM portal for the total value of Rs.13618249/- using PAC bidding process.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

Details of the Competent Authority approval for PAC

Competent Authority Approval document for PAC : [View Document](#)

Name of Competent Authority	GM
Designation of Competent Authority	GM
Office / Department / Division of Competent Authority	IT division
CA Approval Number	KPL/IT/Hardware/2024/01
Competent Authority Approval Date	2024-02-15 00:00:00

Brief Description of the Approval Granted by Competent Authority

Competent Authority approval was obtained vide note sheet dated Feb 15,2024 for the procurement of Cisco Firewall(2 nos.) and Cisco Layer 2 network switches(8 nos.) through GeM portal for the total value of Rs.13618249/- using PAC bidding process.

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.
6. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

Supply and Installation Security and Network devices - [1708428899.xlsx](#)

Firewall - NGFW (2 pieces) (Under PAC)

Make	cisco
Model	fpr3105-ngfw-k9withfmc1600-3yrs

Technical Specifications/तकनीकी विशिष्टियाँ

* As per GeM Category Specification/जेम कैटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Specification	Form Factor (RU)	1

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Type	NGFW Or higher
	Features	Layer 3 - Layer 4, NAT, VPN, Application Visibility and Control (AVC), Next Generation Intrusion Prevention System (IPS), Zero Day Protection / Advance Malware protection, Web Security Essentials / URL Filtering
	Throughput with all features enabled(Under Test Condition) (Mbps)	8500, 9000, 10000, 11000, 12000, 13000, 15000, 19000, 20000, 22000, 25000, 26000, 27000, 29000, 30000, 32000, 34000, 35000, 39000, 40000, 42000, 43000, 44000, 45000, 48000, 50000, 52000, 54000, 55000, 60000, 64000, 69000, 70000, 75000, 80000, 95000, 120000, 130000, 132000, 148000, 153000, 168000, 234000, 260000, 285000, 570000, 1200000 Or higher
	Throughput (Real World/Prod Performance) (Under Test Condition) (Mbps)	8500, 9000, 9216, 10000, 11000, 12000, 13000, 15000, 19000, 20000, 21000, 22000, 23000, 25000, 26000, 27000, 29000, 30000, 32000, 33500, 34000, 35000, 39000, 40000, 42000, 43000, 45000, 48000, 50000, 53000, 54000, 55000, 60000, 64000, 65000, 69000, 70000, 75000, 120000, 130000, 132000, 135000, 148000, 153000, 168000, 234000, 260000, 320000 Or higher
	Concurrent Session/Concurrent Connection	1M, 1.2M, 1.5M, 2M, 3M, 4M, 5M, 8M, 9M, 10M, 15M, 20M, 25M, 30M, 32M, 35M, 39.5M, 40M, 55M, 60M, 63M, 64M Or higher
	New session/Connection per second	75K, 84K, 118K, 120K, 130K, 150K, 160K, 172K, 175K, 185K, 200K, 250K, 263K, 265K, 284K, 295K, 300K, 350K, 380K, 390K, 450K, 490K, 500K, 800K, 848K, 850K, 900K, 1.1M, 1.75M, 3.5M, 7.5M, 225K, 425K Or higher
	If Yes, High Availability from day 1	active-active, active-passive Or higher
	On Site OEM Warranty (Year)	3, 5 Or higher

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	R G Kubendran	600001,Kamarajar Port Limited Port Administrative Office, inside Kamarjar Port, (next to North Chennai Thermal Power Station) Vallur Post, Chennai-600120	2	42

Layer 2 Access Switch (V2) (3 pieces) (Under PAC)

Make	cisco
Model	c9200l-48p-4x-e

Technical Specifications/तकनीकी विशिष्टियाँ

* [As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Specification	Type of Switch	Managed
	Technology	PoE, Non PoE, PoE+
	Number of 1G Copper Ports	48
	Multi-Gigabit Support	No
	Redundant Power supply (from day one)	Available
	On Site OEM Warranty	5 Year

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	R G Kubendran	600001,Kamarajar Port Limited Port Administrative Office, inside Kamarjar Port, (next to North Chennai Thermal Power Station) Vallur Post, Chennai-600120	3	45

Layer 2 Access Switch (V2) (3 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

[* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Specification	Type of Switch	Managed
	Technology	Non PoE
	Number of 1G Copper Ports	24
	Multi-Gigabit Support	No
	Redundant Power supply (from day one)	Available
	On Site OEM Warranty	3 Year

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	R G Kubendran	600001,Kamarajar Port Limited Port Administrative Office, inside Kamarjar Port, (next to North Chennai Thermal Power Station) Vallur Post, Chennai-600120	3	45

Layer 2 Access Switch (V2) (2 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

* As per GeM Category Specification/जेम कैटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Specification	Type of Switch	Managed
	Technology	Non PoE
	Number of 1G Copper Ports	8
	Multi-Gigabit Support	No
	Redundant Power supply (from day one)	Not Available
	On Site OEM Warranty	3 Year

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	R G Kubendran	600001,Kamarajar Port Limited Port Administrative Office, inside Kamarjar Port, (next to North Chennai Thermal Power Station) Vallur Post, Chennai-600120	2	45

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

1. Generic

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

2. Generic

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

3. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

4. Generic

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

5. Generic

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

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Manufacturer's Authorization Letter (MAF) from the OEM clearly indicating that the bidder is competent to sell & provide the required services for the items. Bidder should submit Manufacturer's Authorization Letter (MAF) along with the tender document, failing which the tender will not be considered.

2. The bidder should have an office with support team in Chennai. Documentary evidence (GST Certificate/ Address Proof) to be submitted.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

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

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

---Thank You/धन्यवाद---



KAMARAJAR PORT LIMITED
(A Company of Chennai Port Authority)

Corrigendum No.1 dated 21.02.2024

GeM Bid No: GEM/2024/B/4664292

Subject: Supply & Installation of Next Generation Firewall(2 Nos.) and Layer 2 Access Switch(8 Nos.) through GeM Portal under PAC at Kamarajar Port Limited.

With reference to the above subject, corrigendum is issued to notify the following changes.

1. Kamarajar Port Limited(KPL) does not require any new Firewall Manager as KPL already has a CISCO Firewall Manager(NGFW 4112) in the existing Network. Hence, bidders are requested to quote and supply the CISCO NGFW without a Firewall Manager as per the technical specification mentioned in the GeM bid document and also configure the same in the existing Firewall Manager.
2. Bidders are requested to upload an enclosed copy of Annexure I (Bid Security Declaration) and Annexure II(Integrity Pact) with GeM bid document

All other terms and conditions of bid document remains unchanged