

RailTel Corporation of India Ltd

(A Navratna PSU under Ministry of Railways)

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI No.: RCIL/NR/RO/EOI/MKTG/TNDR/DNSO/2025-26 dated 03-03-2026

Expression of Interest (EOI) for RailTel empaneled Business Associates for exclusive PRE-BID TEAMING ARRANGEMENT for Annual Maintenance Contract (AMC) of Three Years for IP MPLS Naval Communication Network (NCN).



Issued by:

RailTel Corporation of India Ltd

(A Navratna PSU under Ministry of Railways) Northern Region

RailTel Corporation of India Limited, Northern Region,
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Disclaimer

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

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

End Customer Tender Details

Tender Title	Annual Maintenance Contract (AMC) of Three Years for IP MPLS Naval Communication Network (NCN).
Tender ID	GEM/2026/B/7204801
Date of floating	06-02-2026
Floated on portal	GEM Portal (https://gem.gov.in)

Bidder is required to download and read complete RFP/ clarifications/ reply to pre-bid queries/ subsequent amendments/ subsequent corrigendum issued by the end customer till the last date of submission of response to this EOI. Submitting response/ bid to this EOI will be considered as that the bidder has submitted technical and financial bid considering all the entities / details mentioned above and agrees to all terms and conditions mentioned in end customer RFP floated on GEM Portal (<https://gem.gov.in>) and will not deviate from the quoted technical and financial solution.

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EOI NOTICE

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

EOI Notice No: RCIL/NR/RO/EOI/MKTG/TNDR/DNSO/2025-26 dated 03-03-2026

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel empaneled Business Associates for exclusive PRE-BID TEAMING ARRANGEMENT for Annual Maintenance Contract (AMC) of Three Years for IP MPLS Naval Communication Network (NCN) for Customer of RailTel.

Details are as under:

SCHEDULE OF EVENTS

1	Date of EOI Floating	03-03-2026
2	Last date for submission of Bids against EOI	06-03-2026 at 16:00 Hours
3	Opening of Bids received against EOI	06-03-2026 at 16:30 Hours
4	Mode of Bid Submission	Single Stage (Two Packet System)
5	EOI processing fee inclusive tax (non-refundable)	As per E-nivida portal fees
6	Bid Validity Period	210 Days from the Last Date of Bid Submission
8	Contract Period	Three Years (from the date of issue of LOA/PO)
9	EMD for Pre-Bid Arrangement	Rs. 1,00,00,000/- (Rupees One Crore only)
9a	Token EMD	Rs.10,00,000/- (Rupees Ten Lacs only) to be paid online on e-Nivida portal along with the Eoi.
9b	Balance EMD	Rs. 90,00,000/- (Rupees Ninety Lacs Only) to be paid by selected bidder/partner before final bid submission of bid by RailTel to CoR.
10	Bid Submission Mode	Online on https://railtel.enivida.com

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

Initially while participating in Eoi the bidder needs to submit EMD i.e., Token EMD for an amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) along with the EOI. **Balance EMD amount: Rs.90,00,000/- (Rs. Ninety-Lacs Rupees Only) to be submitted by the successful L1 bidder only before final bid proposal submission by RailTel against CoR RFP / tender. Balance EMD can be paid in form of a Bank Guarantee / Online Bank Transfer . Balance EMD if paid in form of BG then it needs to be valid till the 30 days beyond the finalization of end customer RFP / tender.**

Bank Guarantee has to be confirmed with SFMS confirmation from the issuing bank in favor of RailTel. In case of online payment bidder needs to share the online payment transfer details like UTR No. date and Bank along with the proposal. **The validity of EMD must be maintained till 30 days beyond the finalization of end customer RFP / tender i.e. award of order and till submission of performance guarantee of requisite value required by end customer on back-to-back basis. EMD will be returned on submission of PBG.**

RailTel Bank Details for Submission of EMD Online:

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

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

RailTel SFMS details –

- BG advising message – IFN 760COV/ IFN 767COV via SFMS.
- To mandatorily send the Cover message at the time of BG issuance.
- IFSC Code of ICICI Bank to be used (ICIC0000007).
- Mention the unique reference (RAILTEL6103) in field 7037.
- Customer ID: 571916103
- Unique identifier for Field 7037: RCIL571916103

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

Contact Details for this EOI:

1: Sh. Akash Barha, AGM/Mktg/RO/NR.

Email: akash@railtelindia.com Contact: +91-9717644170

2: Sh. Kumar Rahul Joshi, GM/O&M/RO/NR.

Email: rahul@railtelindia.com Contact: +91-9717644200

3: Ms. Neha Aggrawal, JGM/Finance/RO/NR.

Email: neha@railtelindia.com Contact: +91-9717644072

4: Sh. Pushpender Kumar , GM/Mktg/RO/NR.

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

//* CoR stands for Customer of RailTel.

Note:

1. The EOI response is invited from eligible Empaneled Partners of RailTel only.
2. All the documents must be submitted with proper indexing and page number.
3. This is an exclusive pre-RFP partnership arrangement with empaneled business associate /prospective BA partner under empanelment process of RailTel for participating in the end customer RFP. Prospective BA partner under empanelment process should be empaneled partner of RailTel before opening of Financial Bid. Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other Organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to prospective customer Organization by RailTel). **This undertaking has to be given with this EOI Response, Non-Compliance of this will result in blacklisting of bidder.**
4. Transfer and Sub-letting: The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose-off the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
5. Bidder must agree to comply with all OEM technical & financial documentation including **MAF, Make & Model** of each component offered in Proposed Solution / Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP.
6. **Bidder also undertakes to submit MAF of major items of the proposed solution and other documents required in the end Customer Organization's tender in favour of RailTel against the proposed products.** The selected BA has to provide MAF from the OEM in the name of RailTel for bidding in the concerned tender of CoR, if their proposed solution is quoted to the customer.
7. The selected bidder will have to accept all Terms & Conditions of CoR RFP on back-to-back basis.
8. Any corrigendum(s) issued by CoR against pertinent tender/RFP shall be the part and scope of this EOI document on back-to-back basis.
9. Only, the eligibility clause/criteria and marks scoring criteria for SI/BA (Prospective BA/SI) as mentioned in CoR's RFP is not applicable on the bidder/BA applying against this EOI. Rest all Terms & Conditions of RFP floated for pertinent tender will be complied by SI/BA/bidders.
10. However, SI/BA for this project have to mandatorily comply all the eligibility & technical criteria/compliance on back-to-back basis in line with COR RFP and corrigendum(s) issued thereof.
11. Please refer to the CoR RFP Payment terms as this will remain applicable on back-to-back basis on successful bidders.
12. Bidder may check the price/commercial bid as per BOQ and match the same with FORMATS FOR SUBMISSION OF THE COMMERCIAL BID of CoR's RFP and if found any discrepancy, may be brought in the notice of RailTel immediately and may modify their financial bid format as per CoR RFP financial bid document.
13. This is a customer centric bid on back-to-back basis. Except clause no 28 of EOI.
14. All terms and conditions including SLA/Payment/Penalties will be applicable back-to-back to the bidder.
15. No advance payment is applicable in the EOI and payment will be released on receipt from the COR.
16. Bidders are also required to provide the documents as per CoR's requirement duly addressing RailTel.

1. About RailTel

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

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

2. Background of EOI

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

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

RailTel intends to participate in RFP **DNSO Navy (End Customer Organization) for “Annual Maintenance Contract (AMC) of Three Years for IP MPLS Naval Communication Network (NCN).”**

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

3. Scope of Work and Partner Selection

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

Special Note: *RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence/ better rate available so that overall proposal becomes most winnable proposal. Accordingly any portion offered in the bidder proposal may be deleted for the purpose of awarding the work in case the work is awarded to RailTel.*

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

S. No.	Type	Description	Document Required
1	Existence/ Origin	The company must be registered in India.	Certificate of Incorporation
2	General	The company must have: I. A valid PAN card. II. Having a valid GSTIN.	I. Copy of PAN Card. II. Copy of GST registration certificate.
3	Turnover	The bidder must have cumulative turnover of at least i.e Rs. 500 Cr. in the last three financial years i.e (FY 22-23, FY 23-24 and FY 24-25) ending 31 st March 2025 and Current FY up to the date of inviting of EOI.	Audited Balance Sheet and CA certificate.
4	Net Worth	The bidder must have positive net worth in last 3 FY i.e (FY 22-23, FY 23-24 and FY 24-25) ending 31 st March 2025.	Audited Balance Sheet and CA certificate.
5	Experience	The bidder must have executed similar work in last 3 years, ending last day of month previous to the one in which EOI is invited. 1. One similar work of at least Rs.120Cr./- OR 2. Two similar works of at least Rs.70Cr./- each. OR 3. Three similar works of at least Rs.54Cr./- each.	Copy of Purchase/ Work Order and completion/ satisfactory performance certificate issued by client or in case of PO received from GeM, Consignee Receipt and Acceptance Certificate (CRAC) copy of GeM. The bidder must provide details of personnel for verification purpose at PO/ certificate issuing organization clearly mentioning name of client, designation, contact number and mail ID on bidder's letter head. For ongoing works / substantially completed works: - Ongoing works/ substantially completed works will be considered for value of executed work (minimum 70% work

S. No.	Type	Description	Document Required
		Definition of similar work: Similar work means SITC of a project in the field of IT / ITes / ICT / Telecom for any Government department/ Public Sector units.	executed of total work value) as certified by PO issuing authority / customer, mentioning completed value on the certificate along with satisfactory performance certificate for work substantially completed so far.
6	Empanelment	Bidder must be empaneled with RailTel as business associate.	Copy of Empanelment letter and Empanelment PBG submitted, if any. Confirmation of renewal of empanelment also to be attached if any. In case Empanelment is under process relevant document also to be submitted.
7	Technical Compliance of the Scope of Work	The Technical Compliance of the Scope of Work must be submitted. However, format may be modified by bidder as per their choice, but item must be marked with OEM Name, MAF provided or not and Data Sheet attached	Bidder has to submit the technical compliance of the scope of work
8	Make and Model	Technical Compliance sheet with make and model.	Bidder has to provide the Make and Model for the proposed solution.
9	Unconditional Acceptance of the Scope of work.	Undertaking on letterhead duly signed and stamped by authorized signatory for unconditional Acceptance of the Scope of work and any Other/General Document of CoR Tender RFP along with all the corrigendum and addendum.	Bidder has to submit Undertaking on letterhead duly signed and stamped by authorized signatory for unconditional Acceptance of the Scope of work and any Other/General Document of CoR Tender RFP along with all the corrigendum and addendum.
10	Unconditional acceptance of EOI terms	EOI's unconditional acceptance on company's letter head	Bidder has to submit EOI's unconditional acceptance on company's letter head
11	Annexure – 01	EOI COVER LETTER	Bidder has to submit the EOI Cover letter
12	Annexure – 02	Local Content Compliance	Bidder has to submit the Local Content Compliance
13	Annexure – 03	CHECKLIST OF DOCUMENTS FOR BID SUBMISSION	Bidder has to checklist of document submitted along with the bid
14	Annexure – 04	Commercial Bid	Un price Bid sheet to be provided along with the technical bid
15	Annexure – 05	PROFORMA FOR PERFORMANCE BANK GUARANTEE	Bidder has to submit undertaking to accept.
16	Annexure-06	Non-Disclosure Agreement	Bidder has to submit the signed copy of NDA along with bid.
17	Annexure – 07	Technical Compliance	Bidder has to submit the technical compliance of the scope of work.
18	Annexure-08	Pre Bid Team Arrangement	Bidder has to submit the signed copy of NDA along with bid.
19	Annexure 09	EMD BANK GUARANTEE FORMAT	Bidder has to submit the EMD payment in the format attached if EMD payment is made through BG.
20	Annexure 10	Power of Attorney: The bid should be duly signed and submitted by Authorized Signatory. The bidder has to submit notarized non-judicial stamp paper of appropriate value Power of Attorney having authorized	Bidder has to submit the Power of Attorney along with Board Resolution for the authorized person.

S. No.	Type	Description	Document Required
		signatory's nomination along with board resolution in favor of power of attorney.	
21	Annexure 11	AFFIDAVIT form	Bidder has to submit a notarized affidavit as per the format enclosed along with the bid. If bidder has not submitted the Annexur-11, bid shall be Summarily rejected .
22	Annexure 12	Non-Blacklisting & Arbitration Case	Bidder has to submit and undertaking on letterhead duly signed and stamped by authorized signatory
23	Annexure 13	Land Border sharing Compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions.	Bidder has to submit undertaking.
24	Annexure 14	Manufacturer's Authorization Form	Bidder has to submit the Manufacturer's Authorization Form (MAF)
25	EMD payment	EMD payment	Bidder has to submit proof of EMD payment
26	Other document & Annexures	Other document & Annexures as per Customer of RailTel "COR" RFP.	Bidder has to submit all the relevant document & Annexures as per Customer of RailTel "COR" RFP.

- ii. Technical Compliance of the Scope of Work. However, format may be modified by bidder as per their choice, but item must be marked with OEM Name, MAF provided or not and Data Sheet attached.
- iii. The Technical Compliance sheet with make and model.
- iv. BOM without Price quote (Not Applicable).
- v. Compliance of OEM with their MAF's with Make and Model (**if required in CoR tender**) and all mandatory documents asked by CoR.
- vi. **Undertaking on letterhead duly signed and stamped by authorized signatory** for unconditional Acceptance of the Tender document of CoR and any Other/General Document of CoR Tender RFP along with all the corrigendum and addendum. During Technical Evaluation if found that bidder is not complying with the technical requirement(s) as per CoR tender document and corrigendum's, then the bid will be technically disqualified.
- vii. This EOI's unconditional acceptance on company's letter head.
- viii. **The Bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI. This should be provided on a letterhead duly signed and stamped by authorized signatory.**
- ix. All Annexure filled as per formats given in this EOI.
- x. Undertaking for no deviation to Delivery Period as per duration specified in End Customer's RFP.
- xi. The bid should be duly signed and submitted by Authorized Signatory. The bidder has to submit Power of Attorney having authorized signatory's nomination on notarized non-judicial stamp paper of appropriate value along with board resolution in favour of power of attorney.

- xii. **The bidder has to mandatorily submit notarized affidavit (Annexure-11) if applicable on non-judicial stamp paper of Rs. 100, if notarized affidavit is not submitted then bid shall be summarily rejected.**
- 3.8 The prospective bidder's bid evaluation will be done based on the above-mentioned documents. Bids of those Bidders **liable to be rejected** who submit Technical Documents without OEM authorization (i.e. MAF in the name of RailTel Corporation of India Ltd., MAF Make & Model and HSN Code (if required in CoR RFP), technical Compliance, and unconditional acceptance of the CoR hard Copies and this EOI.
- 3.9 Based on evaluation of outcome against 3.7, Whoever may qualify as per criteria mentioned under clause 3.7.i and further complying technical requirement with supporting documents of OEM MAF (**if required in CoR RFP**), datasheets (**if required in CoR RFP**), BOQ/BOM may be treated as Technically qualified partner for Stage-1.
- 3.10 Bidders selected as per Para 3.9 above will be treated as eligible for financial bid opening.
- 3.11 **Stage-II: Financial Bid:**
i. The **Annexure - 4 of EOI** for financial quote.
- 3.12 For the opened bid as per outcome of Clause 3.10 above, the bidder will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the EOI document and Physical documents of technical specifications of CoR, subject to the respective overall bid is in compliance to the requirements of this EOI. The selected partner will be termed as '**Commercially Suitable Partner (hereafter referred to as 'CSP')**'. It is re-mentioned that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP.
- 3.13 As of now, EOI response from interested partners is invited considering that the selected partner will be responsible for delivering of complete 'Scope of Work' as mentioned in the CoR's tender document and subsequent corrigendum. However, RailTel at its discretion, may take- up a certain portion / percentage of 'Scope of Work' by communicating to the CSP at any point of time during the engagement period (*The day at which 'CSP' is declared, will mark the start of engagement period. The period will be valid till final outcome of this tender is announced by CoR. In case, RailTel comes out to be winner of the CoR tender, then the engagement period will get auto-extended to the period RailTel serves CoR for the concerned tender, unless terminated earlier by RailTel as per terms and conditions mentioned in this EOI document*). In this scenario, commercial engagement with the CSP will be for that portion / percentage only, which has not been taken by RailTel. Accordingly, resultant value of work will be derived on the basis of negotiated (in case) commercial bid of the CSP.
- 3.14 RailTel on the basis of inputs / factors available to it from various resources, past experiences of its ICT projects and on the basis of negotiated (in case) commercial bid of the CSP, will endeavor to place best techno-commercial bid in response to the pertinent CoR's tender. Further relationship with CSP will be based on the outcome pertinent CoR's tender.

4. Compliance Requirements and Eligibility Criteria for Interested Bidders

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

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

5. Proposal Preparation and Submission Cost

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

6. Amendment to EOI Document

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

7. Bid Validity

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

8. Right to Terminate the Process

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

9. Language of Bid

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

10. Submission of Bid

- 10.1 The interested bidder should take into account any Corrigendum to this EOI document that may have been published before submitting their EOI response. The bid is to be submitted in

the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.

10.2 Interested bidders in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.

10.3 An Organization / Interested Bidder can submit only 'One EOI Response'. Submission of multiple EOI Response by interested bidder(s) may lead to rejection of all of its bid.

11. Rights to Accept / Reject any or all EOI Response

RailTel reserves the right to accept or reject any EOI Response, and to annul the bidding process and reject all Bids at any time prior to award of the Contract, without thereby incurring any liability to the affected interested bidder(s), or any obligation to inform the affected Bidders of the ground for RailTel's action.

12. Payment Terms

12.1 Payment will be on '**back-to-back**' basis and as per the payment terms mentioned in the pertinent CoR's RFP. Bidder's/CSP's invoice shall become due upon receipt of payment by RailTel from CoR.

12.2 Payment will be released within 45 days from date of receiving the invoice for the work / services and after RailTel has received the payment from CoR for the same work / services. Any deduction /Penalties/Liquidation Damage (LD) levied by CoR on invoices of RailTel will be carried as it is back-to-back and will be deducted from CSP's invoices, subject to the cause to deduction / penalty is due to deviation in terms and conditions of service standards by the CSP.

12.3 Documents list required at the time of payment/invoice submission by selected bidder shall be: -

- i. PO copy issued to selected vendor.
- ii. Payment Proof that the end customer has paid to RailTel for the period claimed by selected bidder/vendor against invoices raised by RailTel for such services.
- iii. On submission of bill and SLA report, RailTel will pay the AMC charges quarterly after deduction of the SLA on back-to-back basis.
- iv. Submission/Declaration of applicable BG amount against PO issued to selected bidder/vendor.
- v. Original Tax Invoice/ e-Invoice for the period claimed.
- vi. Copy of project Insurance copy.

13. Performance Bank Guarantee (PBG)/ Performance Security

13.1 In case of successful participation by RailTel in the pertinent CoR's tender and subsequent engagements with CSP, The CSP shall at its own expense, deposit with department, within 21 days of the notification of award (done through issuance of the Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/ Commercial Scheduled Indian Bank as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the CSP. **This PBG will be for an amount of percentage (5%) of the total contract value.** The quantum of this 'percentage (%) will be equal to the PBG % as asked by CoR from RailTel at any time. All charges whatsoever such as premium, commission, etc. with respect

to the PBG shall be borne by the CSP. Besides, if the total BG amount comes upto ₹05 Lakhs, then same may be deposited through DD/RTGS/NEFT. Along with submission of PBG, CSP needs to submit PBG issuing bank's SFMS report. The SFMS report is also to be submitted in case of renewal / extension of PBG.

- 13.2 The PBG should have validity for a period of 3 months beyond all contractual obligations as per CoR tender terms and conditions.
- 13.3 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.
- 13.4 RailTel shall also be entitled to make recoveries from the CSP's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 13.5 If the service period gets extended by virtue of extension of same by CoR, PBG should also be extended accordingly.
- 13.6 During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by CoR (in case) to RailTel. In such scenario(s) also, Clause No. 13.1. to Clause No. 13.4. are to be followed by the CSP.
- 13.7 In case the CoR has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected bidder has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Bidder will be accepted in lieu of PBG from Scheduled Bank.
- 13.8 In case CoR has sought any other types of PBG in this contract at present or in future or else Integrity Pact PBG (presently or in future), same remain applicable on selected Bidder. The Said PBG will be issued by Selected Bidder from Scheduled Bank favoring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.
- 13.9 **Details for online SFMS confirmation using the plate form are as below:**
- BG advising message – IFN 760COV/ IFN 767COV via SFMS
 - To mandatorily send the Cover message at the time of BG issuance.
 - IFSC Code of ICICI Bank to be used (ICIC0000007).
 - Mention the unique reference (RAILTEL6103) in field 7037.
 - Customer ID: 571916103,
 - Unique identifier for Field 7037: RCIL571916103.
- 13.10 **If PBG is not submitted within the stipulated timeframe it shall attract a penal interest at the rate of 15% per annum.**
- 14. Details of Commercial Bid / Financial Bid**
- 14.1 Interested partner should submit commercial bid as per format given in the EOI.
- 14.2 The commercial bid should clearly bring out the cost of the goods/ services with detailed break-up of taxes.

- 14.3 The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and bidder.
- 14.4 The quantity of 'Line Items' may vary at the time of placing of Purchase Order or during the Contract Period, as communicated by CoR (in case) to RailTel. In such scenarios, the 'Per Unit' cost will be considered to arrive on contractual amount between RailTel and CSP.
- 14.5 It is also possible that CoR may surrender/ increase, some or all of the quantities of service items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and CSP shall be considered, at sole discern of RailTel.
- 14.6 It is also possible that during the contract period, CoR may raise Purchase Order to RailTel for the line items (and respective quantities) which are not mentioned in the pertinent tender of CoR. In such scenario, RailTel at its sole discretion may extend the scope of the contract with CSP by placing order to CoR, on back-to-back basis.
- 14.7 In addition to the Payment Terms, all other Contractual Terms will also be on 'back-to-back' basis between RailTel and CSP, as mentioned in the pertinent CoR's tender.
- 14.8 MAF (Manufacturer's Authorization Form) in the name of RailTel from the OEMs, whose product is mentioned in commercial bid format, should also be ensured by the partner. The MAF format and required content should be in-line with CoR's tender, if specifically asked by CoR in a particular format.
- 14.9 If Reverse Auction (RA) is applicable as per the CoR tender, this EOI shall involve a Reverse Auction on a back-to-back basis. Therefore, selected L1-bidder is required to comply this and RailTel will consult L-1 bidder during e-Reverse auction on GeM portal to quote by RailTel winning price. For this, bidder has to attend RailTel office on receipt of communication in this regard.

15. Duration of the Contract Period

The contract duration shall be same as of CoR's contract duration with RailTel until otherwise terminated earlier. (Including warranty & support) **plus** as per the CoR document from Date of Commencement of award of PO, unless otherwise terminated earlier, as mentioned in this EOI document and subject to successful participation of RailTel in the pertinent CoR's tender. The contract duration can be renewed / extended/ additional PO may be issued by RailTel to CSP by RailTel at its discern, in case CoR extends / renews services or take additional service with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by CoR to RailTel.

16. Restrictions on 'Transfer of Agreement

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

17. Suspension, Revocation or Termination of Contract / Agreement

- 17.1 RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract /

agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the CSP shall be payable by RailTel.

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

- i. The CSP failing to perform any obligation(s) under the contract / agreement.
- ii. The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- iii. Nonadherence to Service Level Agreements (SLA) which RailTel has committed to CoR for the pertinent tender.
- iv. The CSP going into liquidation or ordered to be wound up by competent authority.
- v. If the CSP is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as deemed fit under the circumstances.
- vi. It shall be the responsibility of the CSP to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which CSP's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.
- vii. Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either Suo- moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The CSP shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the CSP in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of CSP available with RailTel can be forfeited.

18. Dispute Settlement

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

19. Governing Laws

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

20. Statutory Compliance

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

21. Intellectual Property Rights

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

22. Severability

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

23. Force Majeure

- 23.1 If during the contract period, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENT) , provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.
- 23.2 In the event of a Force Majeure, the affected party will be excused from performance during the existence of the force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of

the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this contract. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

24. Indemnity

- 24.1 The CSP agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from:
- a) Any misstatement or any breach of any representation or warranty made by CSP or
 - b) The failure by the CSP to fulfill any covenant or condition contained in this contract by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by CSP pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by CSP pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or
 - c) Any compensation / claim or proceeding by any third party against RailTel arising out of any act, deed or omission by the CSP or
 - d) Claim filed by a workman or employee engaged by the CSP for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.
- 24.2 Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

25. Limitation of Liability towards RailTel

- 25.1 The CSP liability under the contract shall be determined as per the Law in force for the time being. The CSP shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the CSP and its employees (direct or indirect), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of CSP or his agents or any person / persons claiming through under said CSP, However, such liability of the CSP shall not exceed the total value of the contract.
- 25.2 This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the CSP is legally liable.

26. Confidentiality cum non-disclosure

- 26.1 The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.
- 26.2 Notwithstanding the foregoing, neither Party shall have any obligations regarding non-use or non-disclosure of any confidential information which:
- a) Is already known to the receiving Party at the time of disclosure:
 - b) Is or becomes part of the public domain without violation of the terms hereof;
 - c) Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:
 - d) Is received from a third party without similar restrictions and without violation of this or a similar contract.
- 26.3 The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law.
- 26.4 Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.
- 26.5 This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

27. Assignment

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

28. Insurance

The CSP agrees to take project insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software etc. as per CoR tender specified terms.

The Insurance cover should be effective from the date of commencement of project till the project is handed over to the customer. The Beneficiary of insurance should be RailTel

29. Exit Management

29.1 Exit Management Purpose

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

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

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

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

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

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

30. Waiver

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

31. Changes in Contract Agreement

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

32. Liquidation Damages (LD)

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

33. Variation Clause:

Variation in quantity will be governed as per the contract between RailTel and CoR.

34. Negotiation Clause:

RCIL reserves the right to negotiate with the successful BA/SI in order to make the bid competitive.

35. Reverse Auction:

EOI is subject to Reverse Auction if applicable as per terms and conditions of customers of RailTel (CoR) tender documents.

EOI COVER LETTER
(On Organization Letter Head)

Eoi Ref No.: _____

Dated: XX-XX-XXXX

To,

Group General Manager (Mktg),

RailTel Corporation of India Limited, Northern Region,

6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053

Dear Sir,

1. I, the undersigned, on behalf of M/s, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI. It is also undertaken and submitted that we are in abidance of Clause 4 (from Clause 4.1 to Clause 4.11) of EOI.
2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 210 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (CSP) for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. I hereby undertake and give unconditional acceptance for compliance of all terms & conditions of CoR RFP issued vide End Customer Bid No. GEM/2026/B/7204801 dt 06.02.2026, against this EOI based customer's requirement.
7. I hereby undertake that there will be no deviation from the Terms and Conditions of EOI and CoR's RFP issued vide End Customer Bid No. GEM/2026/B/7204801 dt 06.02.2026.

Signature of Authorized Signatory**Name:****Designation**

**Local Content Compliance
(On OEM letter head)**

Eol Ref No.: _____

Date:XX-XX-XX

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

Dear Sir,

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

I hereby certify that M/s _____ fulfills all requirements in this regard and is eligible to be considered and for the submitted bid Local Content Percentage is _____ % (write in figures as well as in words).

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

Signature of Authorized Signatory

Name:

Designation:

Annexure - 03

CHECKLIST OF DOCUMENTS FOR BID SUBMISSION

S. No.	Type	Description	Document Required
1	Existence/ Origin	The company must be registered in India.	
2	General	The company must have: III. A valid PAN card. Having a valid GSTIN.	
3	Turnover	The bidder must have cumulative turnover of at least i.e Rs. 500 Cr. in the last three financial years i.e (FY 22-23, FY 23-24 and FY 24-25) ending 31 st March 2025 and Current FY up to the date of inviting of EOI.	
4	Net Worth	The bidder must have positive net worth in last 3 FY i.e (FY 22-23, FY 23-24 and FY 24-25) ending 31 st March 2025.	
5	Experience	The bidder must have executed similar work in last 3 years, ending last day of month previous to the one in which EOI is invited. 1. One similar work of at least Rs.120Cr./- - OR 2. Two similar works of at least Rs.70Cr./- each. - OR 3. Three similar works of at least Rs.54Cr./- each. Definition of similar work: Similar work means SITC of a project in the field of IT / ITeS / ICT / Telecom for any Government department/ Public Sector units.	
6	Empanelment	Bidder must be empaneled with RailTel as business associate.	
7	Technical Compliance of the Scope of Work	The Technical Compliance of the Scope of Work must be submitted. However, format may be modified by bidder as per their choice, but item must be marked with OEM Name, MAF provided or not and Data Sheet attached	
8	Make and Model	Technical Compliance sheet with make and model.	
9	Unconditional Acceptance of the Scope of work.	Undertaking on letterhead duly signed and stamped by authorized signatory for unconditional Acceptance of the Scope of work and any Other/General Document of CoR Tender RFP along with all the corrigendum and addendum.	
10	Unconditional acceptance of EOI terms	EOI's unconditional acceptance on company's letter head	
11	Annexure – 01	EOI COVER LETTER	

S. No.	Type	Description	Document Required
12	Annexure – 02	Local Content Compliance	
13	Annexure – 03	CHECKLIST OF DOCUMENTS FOR BID SUBMISSION	
14	Annexure – 04	Commercial Bid	
15	Annexure – 05	PROFORMA FOR PERFORMANCE BANK GUARANTEE	
16	Annexure-06	Non-Disclosure Agreement	
17	Annexure – 07	Technical Compliance	
18	Annexure-08	Pre Bid Team Arrangement	
19	Annexure 09	EMD BANK GUARANTEE FORMAT	
20	Annexure 10	Power of Attorney: The bid should be duly signed and submitted by Authorized Signatory. The bidder has to submit notarized non-judicial stamp paper of appropriate value Power of Attorney having authorized signatory's nomination along with board resolution in favor of power of attorney.	
21	Annexure 11	AFFIDAVIT form	
22	Annexure 12	Non-Blacklisting & Arbitration Case	
23	Annexure 13	Land Border sharing Compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions.	
24	Annexure 14	Manufacturer's Authorization Form	
25	EMD payment	EMD payment	
26	Other document & Annexures	Other document & Annexures as per Customer of RailTel "COR" RFP.	

Note:

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

Signature of Authorized Signatory

Name:

Designation:

Annexure - 04

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

Eol Ref No.: _____

Date: XX-XX-XXXX

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

SN	Item Description	Basic Cost for Three Years (in INR)	GST % (in INR)	Total Cost for Three Years (in INR)
1	Hardware and software support along with patch update, feature upgrade, bug fixes and security updates for Cisco ASR 9K Routers, Nexus Switches, MDS SAN switches, Firepower 9300 Firewall and Fabric Interconnect (6332 16 UP)			
2	Cisco Voice & Video (Collab) licenses for VoIP and analog phones and support for existing hardware			
3	Hardware and software support along with patch update, feature upgrade, bug fixes and security updates for Cisco UCS servers B200M5, B480M5, C240M5, C480M5 and Chassis 5108 AC2			
4	Hardware and software support along with patch update, feature upgrade, bug fixes and security updates for Trellix APT X, EX and FX devices			
5	Licenses, hardware and software support along with patch update, feature upgrade, bug fixes and security updates for UNMS solution including BMC, Everest and Truesight applications			
6	SATCOM Component support including TSTS			
7	Passive components of all green field and brown field sites of NCN including, DCs, NLDCs, SDCS, DR site, ER locations and equipment installed at access locations			
8	Hiring of Technical Operation Partner along with manpower			

9	Training on NCN infra twice a year at NOC/ SOC locations			
10	Hardware and Software support for along with patch update, feature upgrade, bug fixes and security updates for			
11	AMC Support for Hardware items as per Appendix-A			
12	AMC Support for Hardware items as per Appendix-B			
13	Licenses Hardware and Software support along with patch update, feature upgrade, bug fixes and security updates for Redware SLBs Absolution Version Software			
14	Application support for Software components as per the list at Appendix-B			
15	Licenses, naroware and sonware support along wit patch update, feature upgrade, bug fixes and security updates for Tejas L2 switches, L3 switches, DWDM and EMS			
16	Licenses, and software support along with patch update, feature upgrade, bug fixes and security updates for Tenable.sc professional for 20000 Ips			
17	Maintenance of TP systems, VC systems and HDVC systems installed pan-Navy			
18	Licenses, and software support along with patch update, feature upgrade, bug fixes and security updates for Content Delivery Network			
19	Upgradation of SIEM, SOAR and UEBA for 860GB/ Day with 120 days hot data retention and 3 years cold data retention along with log collectors in HA with data retention of 180 days at 200 locations			
20	80 Rack Servers with 64 core (32 x 2) processors, 1 TB RAM, 7.68 TB nVMe drive with each processor having a clock speed of 2.8Ghz.			
21	Upgradation of enterprise SAN Storage deployed across 12 locations with 11 Data Centre locations and 01 Disaster Recovery locations comprising of total 12 SAN storage boxes with all flash drives with 5.6 TB of usable capacity			
22	Upgradation of 92 Network Intrusion Prevention System hardware appliances and software licenses for three years			

23	Upgradation of Data Centre networking backbone service including Border Leaf and Spine switches at all Data Centre Near Line data center, satellite data Centre and Disaster Recovery Site			
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1. GST as applicable on the rates notified by the Government.
2. Any other Taxes / Duties / Overheads / Other Costs.
3. Grand Total (Inclusive of Taxes).

#Note:

1. **This Annexure should be submitted as separate in Financial Bid section, NO price / cost details should be mentioned along with Technical Bid documents.**
2. **Determination of L1 BIDDER, if applicable, will be done based on total basis prices (not including levies, taxes and duties levied by Central/ State/ Local Government) of all items / requirements as mentioned above.**
3. **Technical and Commercial Bids are required to be submitted separately.**

Signature of Authorized Signatory

Name & Designation:

Place:

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

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

EOI No :

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

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

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

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

Dated the Day of 2024 for (Name of Bank)

In the presence of Witnesses:

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

Encl: SFMS PBG Report

NON-DISCLOSURE AGREEMENT

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-)

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

By and between

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

And

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

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

WHEREAS, RailTel and _____, each possesses confidential and proprietary information

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

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

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

NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises

made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

1. Permitted Use.

a) Receiving Party shall:

- i. hold all Information received from Disclosing Party in confidence;
- ii. use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and
- iii. restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "Representatives") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

b) The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate:

- i. is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;
- ii. at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;
- iii. is approved for release by written authorization of Disclosing Party; or
- iv. is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

2. Designation.

a) Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:

- i. written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or
- ii. oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

3. Cooperation. Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.

4. Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby. Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may

currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

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

RailTel Corporation of India limited:	
Attn:	Attn:
Address:	Address:
Phone:	Phone:
Email:	Email
9. Term, Termination and Survivability.

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

statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the part

15. CONFIDENTIALITY OF NEGOTIATIONS

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

16. REPRESENTATION

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

17. ASSIGNMENT

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

18. EMPLOYEES AND OTHERS

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

19. NO LICENSE

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

20. RELATIONSHIP BETWEEN PARTIES:

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

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

22. MISCELLANEOUS.

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

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

By: _____	RailTel Corporation of India Limited
Name:	By:
Title:	Name:
	Title:

Witnesses:

Technical Compliance

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

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

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

Signature of Authorised Signatory

Name:

Designation:

**Pre-Bid Agreement
(On Stamp Paper of ₹ One Hundred)**

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

BETWEEN

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

AND

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

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

WHEREAS,

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

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

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

- G. The Parties are thus entering into this Agreement to record the terms and conditions of their understanding and the matters connected therewith.
RailTel has agreed to extend all the necessary and required support to “XXXX” during the entire contract period.

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

1. SCOPE OF CO-OPERATION

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

2. TERM AND TERMINATION

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

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

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

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

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

3. Liability:

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

4. EXCLUSIVITY

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

5. PAYMENT TERMS

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

6. TAXES

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

7. INDEMNIFICATION

7.1 Parties agree to and undertake to indemnify and hold each other, its officers, directors, agents and employees harmless, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including attorney's reasonable fees, costs of investigation and defense) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of the indemnifying party's employees, agents or contractors) based upon:

- i. any breach or contravention of any of the terms, conditions, covenants of this Agreement by the Party;
- ii. Unethical business practices;
- iii. any acts or omission of the Party and/ or any of its employees, agents or contractors, and the liability for damages to property arising from or out of party operations in connection with the performance of this agreement;
- iv. any claim for taxes that might arise or be imposed due to this performance of Services hereunder;
- v. any representation or warranty or information furnished by the Party being found to be false;
- vi. Parties' failure to pay all applicable compensation to its respective personnel;
- vii. death or personal injury to any person;
- viii. destruction or damage to any property by acts or omissions of either Party, its representatives or personnel;
- ix. any violation/non-compliance by the Party with any applicable laws' governmental regulations or orders;
- x. any third-party liability;
- xi. improper handling or misuse of the Confidential Information of the Party(ies) by the Party

7.2 _____ shall be liable to all risks and consequences (including the risk of payments) suffered in the performance of services under the Project and undertakes to indemnify RailTel from and against any non-payments (of RailTel's share payable to RailTel), recoveries and claim from End Customer or any other cost or losses incurred due to default/nonperformance on part of XXXX.

8. COMPLIANCES TO STATUTORY OBLIGATIONS

8.1 Parties shall also obtain and keep in place necessary insurance policies, Mediclaim policies, group insurance schemes of adequate value to cover their workmen, supervisors, etc. with regard to any accidents, injury or the liability under the Employee Compensation Act.

8.2 Parties shall observe and be responsible for the compliance of all labour laws (including labour Cess) as per government notifications and shall maintain necessary records for the same and shall submit the same to RailTel when so required.

8.3 Parties shall duly maintain all records / registers required to be maintained by them under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

9. LEGAL STATUS

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

10. REPRESENTATIONS AND COVENANTS

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

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

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

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

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

11. SUBCONTRACTING BETWEEN PARTIES

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

12. GOVERNING LAW AND JURISDICTION

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

13. GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION

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

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

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

14. FORCE MAJEURE

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

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

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

The occurrence of a Force Majeure Event shall however, not relieve a Party of any obligation to pay any sum due under this Agreement prior to the occurrence of the Force Majeure Event.

If the Force Majeure lasts for more than 6 (six) months, the Parties may mutually decide in writing on the future course of action with respect to this Agreement.

16. INTELLECTUAL PROPERTY RIGHTS

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

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

16.3 In case of joint development, the work-share and associated ownership of

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

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

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

17. CONFIDENTIALITY

17.1 During the term of this agreement, either party may receive or have access to technical information, as well as information about product plans and strategies, promotions, customers and related non-technical business information which the disclosing party considers to be confidential ("Confidential Information as per RFP tender document"). In the event Confidential Information is to be disclosed, the Confidential Information must be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, and be designated as confidential in writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure.

17.2 Confidential Information may be used by the receiving party only with respect to the performance of its obligations under this Agreement, and only by those employees of the receiving party and its subcontractors who have a need to know such information for purposes related to this Agreement, provided that such subcontractors have signed separate agreements containing substantially similar confidentiality provisions. The receiving party must protect the Confidential Information of the disclosing party by using the same degree of care to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving party uses to protect its own confidential information of like nature.

17.3 The obligations are not applicable to any information which is:

- 17.3.1 Already known by the receiving party prior to disclosure;
 - 17.3.2 Publicly available through no fault of the receiving party;
 - 17.3.3 Rightfully received from a third party without being responsible for its confidentiality;
 - 17.3.4 Disclosed by the disclosing party to a third party without being responsible for its Confidentiality on such third party;
 - 17.3.5 Independently developed by the receiving party prior to or independent of the disclosure;
 - 17.3.6 Disclosed under operation of law;
 - 17.3.7 Disclosed by the receiving party with the disclosing party's prior written approval.
- 17.4 _____ agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. _____ shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, _____ shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel
- 17.5 Notwithstanding anything contained in this agreement, _____ undertakes, agrees and acknowledges that being RailTel's Business Associate, _____ shall maintain utmost confidentiality in relation to said Project. _____ further, undertakes that any information relating to said Project which is or will be disclosed/ divulged by RailTel on need-to-know basis, will be received and treated by _____ strictly confidential and _____ shall not, without the prior written consent of the RailTel or as expressly permitted herein, disclose or make available to any other person such information.

18. NOTICES

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

To: RailTel Corporation of India Ltd., Kind Attn: Executive Director / Northern Region
Address: 6th Floor, 3rd Block, Delhi IT Park, New Delhi - 110053 Tel No.: +91-11-22185933/22185934, Email: ednr@railtelindia.com

To: _____

To: _____

Kind Attn: _____ Address: _____

Mob. No.: _____ Email: _____

19. AMENDMENT

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

20. PRIOR UNDERSTANDING

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

21. GENERAL

21.1 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Parties here to and their respective legal successors.

21.2 Counterparts: This Agreement may be executed simultaneously in 2 (two) counterparts, each of which shall be deemed to be original and all of which together shall constitute the same Agreement.

21.3 Non-Partnership:

21.3.1 This Agreement shall be on a principal-to-principal basis and shall not create any principal-agent relationship between the Parties.

21.3.2 Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or otherwise entitle either Party to have an authority to bind the other Party for any purpose.

21.4 Severability: In the event any provision of this agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be considered separately, and such determination shall not invalidate the other provisions of this agreement and annexure/s which will be in full force and effect.

21.5 Waiver: A failure by any Party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time.

21.6 Time is of essence: Time is the essence of this agreement and the Parties herein agree and acknowledge to abide by the same.

22. Miscellaneous

22.1 No Party to this agreement will have any rights or obligations arising from or in relation to this agreement in excess of those rights and obligations expressly declared herein.

22.2 No Party to this agreement is entitled to sell, assign or otherwise transfer any of its rights and/or obligations arising from or in relation to this agreement to any third party, without the prior written consent of the other Party of this agreement.

22.3 Each Party shall be solely responsible for its own actions or failures to act and for its own commitments and undertakings. Neither Party shall present itself as the

representative or agent of the other Party, nor shall it have the power or the authority to commit the other Party, unless it receives the other Party's prior written consent.

- 22.4 No release shall be made by any Party to the news media or the general public relating to this agreement and/or the subject matter thereof without prior written approval of the other Party.
- 22.5 During the term of this agreement, each party shall refrain from taking any action or attempt to take any action with the intent of impairing or causing prejudice to the business relationship, whether existing or prospective that subsists between the other party and its customers and business partners. Each party shall also desist from inducing or influencing or attempting to induce or influence any customer or business partner, whether existing or prospective of the other party, resulting into prejudice or detriment to business prospects of the other party.

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

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

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

Signature:
Name:

Address:

For _____
Authorised Signatory
Name:
Designation:

Signature:
Name:

Address:

EMD BANK GUARANTEE FORMAT

EOI Ref No: _____

Date: _____

BID SECURITY (BANK GUARANTEE)

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

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

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

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

OR

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

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

or

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

or

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

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

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

Date: _____

Signature of the bank: _____

Seal of Bank: _____

[Signature, name, and address]

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

POWER OF ATTORNEY

Know all men by these presents We having its registered office at anddo hereby irrevocably constitute, nominate, appoint and authorize Mr., who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal..... is response to the EoI No..... including but not limited to signing and submission of all applications, proposals and other documents and writings, and providing information/ responses in all matters before the department, signing and execution of all contracts and undertakings/declarations consequent to acceptance of our proposal and generally dealing with the department in all matters in connection with or relating to or arising out of our proposal for the said assignment and/ or upon award thereof to us till the execution of appreciate Agreement/s with the department.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Authorized Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,..... THE ABOVE-NAMED PRINCIPAL HAVE EXABOVE-NAMED POWER OF ATTORNEY ON THISDAY OF....., 2024

For Bidder

Accepted by: -

Person identified by me/ personally appeared before me/Attested/ Authenticated

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

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

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

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

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

DEPONENT
SEAL AND SIGNATURE OF THE BA
VERIFICATION

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

DEPONENT
SEAL AND SIGNATURE OF THE BA

Place:
Dated:

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

Undertaking for Non-Blacklisting & Arbitration Case
(On Organization Letter Head)

EOI Ref No:

Date:

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

Dear Sir,

I, the undersigned, on behalf of M/s hereby submits that

1. We are not blacklisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body at the time of submission of bid.
2. We are not having any ongoing or past, arbitration case(s) with RailTel at the time of submission of bid.

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

Signature of Authorised Signatory

Name

Designation

Annexure-13

Compliance to Rule 144 (xi) of GFR, 2017 including amendments till date

(On Organization Letter Head)

EOI Ref:

Date :

To,

Group General Manager (Mktg),

RailTel Corporation of India Limited, Northern Region,

6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053

Dear Sir,

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

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

OR (Strikeout either (a) or (b), whichever is not applicable)

(b) I certify that M/s is from such a country and has been registered with the Competent Authority. I also certify that M/s has product/services of entity from such countries and these entity /entities are also registered with the Competent Authority.

(Where applicable, evidence of valid registration by the Competent Authority is to be attached with the bid.)

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

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

Signature of Authorized Signatory

Name and Designation:

Manufacturer's Authorization Form
(on the letterhead of the Manufacturer)

Bid Ref No:

Date:

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

Dear Sir/Madam,

Ref.	Your	Tender	Document	No
dated:				

We,..... who are proven and reputable manufacturers ofhaving factories at.....hereby authorize M/s (name and address of the bidder) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender which are manufactured by us.

2) We further confirm that no supplier or firm or individual other than Messrs. (name and address of the above agent) is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender Enquiry documents for the above Equipment / Stores manufactured by us.

3) We also hereby confirm that we would be responsible for supply, installation and execution of warranty of the goods under question and will provide spares parts for the period of at least 3 years for supplied item to CoR DELHI after expiry of warranty.

4) We also undertake to execute warranty/guarantee during its period along with spare parts.

[Signature with date, name and designation]

For and on behalf of M/s

[Name & address of the manufacturers]

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a competent person and having the power of attorney to legally bind the manufacturer.

Original letter's scanned copy may be uploaded and handed over as and when directed.

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	09-03-2026 20:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	09-03-2026 20:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Defence
विभाग का नाम / Department Name	Department Of Military Affairs
संगठन का नाम / Organisation Name	Indian Navy
कार्यालय का नाम / Office Name	*****
वस्तु श्रेणी / Item Category	Custom Bid for Services - MAINTENANCE OF OFC IPMPLS AND CAPTIVE SATCOM NETWORK FOR THREE YEARS
समान श्रेणी / Similar Category	Annual Maintenance Contract for Networking Devices (Version 2)
अनुबंध अवधि / Contract Period	3 Year(s) 1 Day(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
भागीदारी केवल गवर्नमेंट विक्रेता तक सीमित / Participation restricted to Government seller	Yes (This bid is reserved for participation only by Government sellers and hence Government sellers will be exempted from payment of Transaction charges)

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	4430000000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	132900000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	38

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

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

लाभार्थी /Beneficiary :

THE PRESIDENT OF INDIA

THE CMDE NSO, ROOM NO. W-213/215, WEST WING, NAUSENA BHAWAN, DELHI CANTT, NEW DELHI - 10

(The President Of India)

UIN Number NCTGC2415P

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

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	No
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एमएसई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MSE

सक्षम प्राधिकारी का नाम/Name of Competent Authority	GENERAL ANIL CHAUHAN
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	SECY DMA
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	DMA
सीए अनुमोदन संख्या/CA Approval Number	ANNOTATION TO N-17 ON FILE NO. CM/3459/NCN/AMC DATED 21 DEC 25
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	21-12-2025
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण//Brief Description of the Approval Granted by Competent Authority	APPROVED. THE EXTANT CASE IS ON OTE BASIS WITH CPSUs/ DPSUs

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

1. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
2. 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.
3. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Introduction about the project /services being proposed for procurement using custom bid functionality:[1770386898.pdf](#)

Instruction To Bidder:[1770386902.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1770386905.pdf](#)

Scope of Work:[1770386909.pdf](#)

Payment Terms:[1770386911.pdf](#)

Penalties:[1770386915.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1770386919.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1770386923.pdf](#)

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:[1770386927.pdf](#)

GEM Availability Report (GAR):[1770386931.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1770386935.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1770386938.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1770386942.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
17-02-2026 11:00:00	ROOM NO. W-212/214, WEST WING, NAUSENA BHAWAN, DELHI CANTT, NEW DELHI - 110010 PHONE NO. 011 - 2870 2410 , 2805 5253

Custom Bid For Services - MAINTENANCE OF OFC IPMPLS AND CAPTIVE SATCOM

NETWORK FOR THREE YEARS (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	MAINTENANCE OF OFC IPMPLS AND CAPTIVE SATCOM NETWORK FOR THREE YEARS
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****South West delhi	Project / Lumpsum Based	N/A

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and

conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**

- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

---धन्यवाद/Thank You---

REQUEST FOR PROPOSAL

**(Directorate of Network and Space Operations, Naval Headquarters
West Wing, Room No 215, Nausena Bhawan, New Delhi – 110010)**

INVITATION OF QUOTATIONS FOR CONCLUSION OF ANNUAL MAINTENANCE CONTRACT (AMC) OF THREE YEARS FOR IP MPLS NAVAL COMMUNICATION NETWORK (NCN)

RFP No CM/3459/NCN dated Feb 26

1. The online bids under Open Tender Enquiry (Two Bid System) are invited by Directorate of Network and Space Operations for Annual Maintenance Contract (AMC) for three years for NCN w.e.f _____ for networking components (Router, Switches, Firewall, DWDM, IPS, Storage Systems, IP and Video Phones, multimedia services, Unix Server, SAN switch, Computing Systems, VSAT, TSTs, UNMS, CDN, Bigdata, Type 1 & 2 Infrastructure).
2. The address and contact numbers for seeking clarifications regarding this RFP are given below –
 - 2.1. Bid/queries to be addressed to: **Capt (NSO)-NW, DNSO, Room. No. 215, West Wing, Nausena Bhawan, NHQ, New Delhi**
 - 2.2. Name/designation of the contact personnel: **Capt (NSO) - NW**
 - 2.3. Telephone numbers of the contact personnel: **011-21410639**
 - 2.4. E-mail IDs of contact personnel: **dnso-network2@navy.gov.in**
3. This RFP is divided into five Parts as follows:
 - 3.1. **Part I** – Contains General Information and Instructions for the BIDDERS about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - 3.2. **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - 3.3. **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful BIDDER.
 - 3.4. **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful BIDDER.
 - 3.5. **Part V** – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the BUYER reserves the right to change or vary any part thereof at any stage. BUYER also reserves the right to withdraw the RFP, should it become necessary at any stage.

5. **Eligibility to Participate and Preference Policies.**

5.1. Subject to provisions in the RFP, this invitation for Bids is open to all **CPSEs/ DPSUs** bidders who fulfil the 'Eligibility' and 'Qualification' criteria as on the last date of bid submission and continue to meet them till award of the contract.

5.2. Also, the bidder must not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial office, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons during the period mentioned in subparagraph 5.1. above.

5.3. The bidder, its affiliates, or subsidiaries, including subcontractors or contractors for any part of the contract, should:-

5.3.1. Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or by any Department of MoD, from participation in its/ their Tender Process;

5.3.2. Not stand debarred by the Department of Expenditure, from participation in the Tender Process by any Ministry/ Department; and/ or

5.3.3. Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Process for all of its entities, for:-

5.3.3.1. Offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/ or

5.3.3.2. Offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract; and/ or

5.3.3.3. Suspected to be of doubtful loyalty to the Country or a National Security risk, as determined by appropriate agencies of the Government of India.

5.3.4. Not have changed its name or created a new business entity as covered by the definition of "Allied Firm", consequent to having been declared ineligible/ blacklisted/ banned/ debarred as above.

5.3.5. Not have an association (as a bidder/ partner/ director/ employee in any capacity):-

Services down

5.3.5.1. With a retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State or its Public Sector Undertakings, if such a retired person has not completed the cooling-off period of one year after his/ her retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organisation.

5.3.5.2. With near relations of executives of the Procuring Entity involved in this Tender Process.

5.3.6. Not have a conflict of interest which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempts should be made to induce any other bidder to submit or not to submit an offer for restricting competition.

5.4. The bidder must also fulfil other additional eligibility condition/s, if any, as may be prescribed in the RFP and must provide evidence of their continued eligibility to the Procuring Entity, if so required.

(AS Sangha)
Commodore
Cmde (NSO)

PART I - GENERAL INFORMATION

1. **Critical Dates.** The critical dates with respect to the tender are tabulated below:

Critical Date Sheet			
Ser	Description	Date	Time
1.	Published Date		As per GeM
2.	Last date for submission of bid		As per GeM
3.	Tech Bid Opening date		As per GeM
4.	Commercial Bid Opening date		As per GeM

2. **Manner of Submitting the Bids.** The bids will be submitted in the following manner:-

2.1 **Technical Bids (Online Submission through GeM).** The Technical Bids will be submitted online through GeM Portal consisting of following document:-

2.1.1 PAN No., GST Certificate (Scanned and uploaded)

2.1.2 Bank Certificate of credit worthiness. (Scanned and uploaded)

2.1.3 **Tender Conditions Acceptance Certificate.** The BIDDER shall certify for acceptance of all the tender conditions of the RFP. The certificate duly signed by the owner. In case of any deviation, the bid shall be rejected. If the certificate is signed by legally authorised signatory, a copy of the authorization letter be placed.

2.1.4 The BIDDER shall submit a detailed AMC technical proposal in the Technical bid. The proposal must include, but not be limited to the following:-

2.1.4.1 Detailed methodology for conduct of AMC for all equipment already installed in the BUYERs network.

2.1.4.2 Preventive Maintenance Plan covering frequency, checklists, procedures.

2.1.4.3 Corrective Maintenance Process covering fault reporting, fault isolation, repairs and restoration work flow.

2.1.4.4 Deployment plan for all engineers/ technicians, their locations and certifications.

2.1.4.5 End of Life (EOL) and End of Support (EOS) handling plan from the OEM.

2.1.5 Technical evaluation will be carried out based on methodology, OEM support, resource deployment, AMC plan, spares availability, response/ resolution times and compliance to technical specifications

3. **Time and Date for opening of Bids.** Bid shall be opened at _____
(If due to any exigency, the due date for opening of the bid is declared a closed a holiday, the bid will be opened on the next working day at the same time or on any other day/time, as intimated by the BUYER). BIDDER are to adhere to bid submission date. No extension for bid will be granted.
4. **Place of opening the Bids.** The Bids would be opened online through Gem portal at Room No. 215, West Wing, DNSO/ Nausena Bhawan.
5. **Two-Bid system.** Yes.
6. **Bid Submission.** Online Bid submission by the BIDDER under their original memo/ letter pad inter alia furnishing details like TIN number, GST number, Bank address with NEFT account if applicable, etc. and complete postal and e-mail address of their office. Bids forwarded from personal e-mails is liable to be rejected.
7. **Clarification regarding contents of the RFP.** The _____ e-Procurement application provides an interface for bidders to seek clarification online and the replies on the queries would be given by the buyer. The start date and end date for seeking clarifications has been indicated at Para 1 above.
8. **Modification and Withdrawal of Bid.**
 - 8.1 A BIDDER may modify (re-submit) his bid ONLINE through Gem portal after submission, as per provision available on the Gem portal. No bids shall be modified after deadline for submission of bid.
 - 8.2 If the BIDDER desires to withdraw before bid submission closing date/time, he may do so ONLINE in the portal. Once the bid is withdrawn by the firm online, that firm will not be permitted to participate again in the tender.
 - 8.3 No bid may be withdrawn in the interval between the deadline for submission of bid and expiry of the period of the specified bid validity. Withdrawal of a bid during this period will result in forfeiture of BIDDER's Bid security/ EMD.
9. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of the Bids, the Buyer may, at its discretion, ask the Bidder for clarification/s on his Bid. The request for clarification/s will be given in writing and no change in prices or substance of the Bid will be sought, offered or permitted. No post-Bid clarification/s on the initiative of the Bidder, will be entertained.
10. **Rejection of Bid.** Canvassing by the BIDDER in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
11. **Unwillingness to quote.** BIDDER unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting BIDDER may be de-listed for the given range of items as mentioned in this RFP.

12. **Validity of Bid.** The Bid should remain valid for 180 days from the last date of submission of Bid.

13. **Earnest Money Deposit.** The BIDDER is to furnish EMD for a sum of ₹ _____ which is 3% of total contract cost in favour of CDA (Navy/ Coast Guard), Delhi with a validity of 90 days beyond the final bid validity period, in the form of an Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorised to conduct government business. EMD of the unsuccessful BIDDERS will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful BIDDER would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by the Ministry of Micro, Small and Medium Enterprises (MSME)/ MSEs registered with National Small Industries Corporation (NSIC)/ firms having *Udyam* Registration/ Startups recognised by the Department for Promotion of Industry and Internal Trade (DPIIT) and those Bidders who are registered with the Central Purchase Organisation/s of Departments/ Ministries of the Government of India concerned for the same item/ range of products/ goods or services for which tender has been issued. The EMD/ bid security will be forfeited if the Bidder withdraws or amends, impairs or derogates from the Tender in any respect within the validity period of their tender.

14. EMD instruments and certificates/ documents/ etc., should be sent by registered post at the address given above, so as to reach by the due date and time.

Eligibility Conditions and Preference Policies

15. **Conflict of Interest among Bidders/ Agents.** A Bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Buyer's interests. The Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:-

15.1. They have controlling partner(s) in common; or

15.2. They receive or have received any direct or indirect subsidy/ financial stake from any of them; or

15.3. They have the same legal representative/agent for purposes of this Bid; or

15.4. They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder; or

15.5. Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the

inclusion of components/ subassemblies/ assemblies from one bidding manufacturer in more than one bid.

15.6. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one Bid from the following:-

15.6.1 The principal manufacturer directly or through one Indian agent on his behalf; and

15.6.2. Indian/ foreign agent on behalf of only one principal.

15.7. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

15.8. In case of a holding company having more than one independent manufacturing unit or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

16. The following declarations shall be made by the Bidder and submitted along with the Bid:-

16.1. Rule 144 (xi) of the General Financial Rules 2017 - Restrictions on Certain Countries sharing Land-Borders with India.

"We, M/s, hereby confirm compliance to all the stipulations of the clause on restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017 and declare as under:-

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

AND

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed) and we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

AND

We have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India; and solemnly certify that we do not have any ToT arrangement requiring registration with the competent authority or, if having ToT arrangement with an entity from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered."

16.2. Make in India Status.

"We, M/s, having read and understood the Public Procurement (Preference to Make in India) (PPP-MII) Order, 2024 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, hereby submit a Self-Certification for Category of Suppliers, viz. Class-I Local Supplier/ Class-II Local Supplier/ Non-Local Supplier, giving the percentage of local content. [In case of Tenders above ₹ 10 crore, Class-I or Class-II Local Suppliers shall submit a certificate from statutory auditor/ cost accountant as per Sub-Paragraph 20 (d) (ii) above, along with the bid].

We also declare that we do not belong to any Country whose bidders are notified as ineligible on reciprocal basis under PPP-MII Order, 2024 (as amended and revised till date)."

Qualification Criteria**17. Experience and Past Performance.**

17.1. The respective BIDDER should have minimum **3 years'** experience in Operations and Maintenance of an enterprise network in government sector/ PSU/ State government with a minimum annual AMC charge of ₹80 Cr **including VSAT gateway** and terminals

OR

17.2. The respective BIDDER, during the last 10 years, must have executed a wide area network PO including it's O & M, from any Government customer, of at least 20 locations over PSU/ Government Sector, including VSAT gateway and terminals, the minimum order value of such network must be as follows: -

25.2.1 Either one WAN PO of Rs 300 crores.

25.2.2 Two WAN POs of atleast Rs 200 crores or more.

25.2.3 Three WAN POs of atleast Rs 100 crores or more.

17.3. Capability of Bidder. The BIDDER should have service support at all NCN Greenfield and Brownfield sites at following locations: -

- 17.3.1. Delhi
- 17.3.2. Mumbai
- 17.3.3. Vizag
- 17.3.4. Kochi
- 17.3.5. Port Blair
- 17.3.6. Chennai
- 17.3.7. Goa
- 17.3.8. Karwar
- 17.3.9. Porbander
- 17.3.10. Okha
- 17.3.11. Hazira
- 17.3.12. Shiyot
- 17.3.13. Lonavla
- 17.3.14. Pune
- 17.3.15. Karanja
- 17.3.16. Nagpur
- 17.3.17. Bengaluru
- 17.3.18. Ezhimala
- 17.3.19. Kalmaserry
- 17.3.20. Tiruvananthpuram
- 17.3.21. Alwaye
- 17.3.22. Arrakonam
- 17.3.23. Avadi
- 17.3.24. Trichy

17.3.25.	Ramnad
17.3.26.	Rameshwaram
17.3.27.	Coimbatore
17.3.28.	Sulur
17.3.29.	Wellington
17.3.30.	Katupalli
17.3.31.	Rambilli
17.3.32.	Kakinada
17.3.33.	Paradip
17.3.34.	Chilka
17.3.35.	Kolkata
17.3.36.	Barrackpore
17.3.37.	Sri Vijay Puram
17.3.38.	Diglipur Island
17.3.39.	Nancowry Island
17.3.40.	Campbell Bay
17.3.41.	Kavratti Island
17.3.42.	Androth Island
17.3.43.	Minicoy Island
17.3.44.	Agatti Island
17.3.45.	Bitra Island
17.3.46.	Hyderabad
17.3.47.	Vikarabad
17.3.48.	Haridwar
17.3.49.	Dehradun

- 17.3.50. Shimla
- 17.3.51. Chandigarh
- 17.3.52. Ghaziabad
- 17.3.53. Jaisalmer
- 17.3.54. Jamnagar
- 17.3.55. Kanpur
- 17.3.56. Bhopal
- 17.3.57. Jabalpur

17.4. The BIDDER/ backend SI should have not **been blacklisted** by any state/central Government organizations/ firms/ institutions for which the self-certificate stating that the BIDDER has not been blacklisted by any institution of the Central/state Government in past three years may please be submitted.

17.5. BIDDER must have a full-fledged own/collaborative service and support center for NCN equipment.

17.6. The BIDDER / or partner shall be an authorised service provider for operation, maintenance and upgrades for the equipment mentioned in the list for a minimum period of three (03) years and shall submit a duly signed undertaking in the technical bid to this effect. Technical bid without the undertaking shall be rejected. *IN* reserves the right to verify the authenticity of such claim by seeking relevant authorization from respective OEMs.

17.7. The BIDDER shall have Back-to-Back agreements with each of the OEMs individually, so that the respective product support for the Operation, Maintenance, and the upgrades are available to the Purchaser.

17.8. A Copy of the undertaking shall be made available to the Purchaser at the time of submission of the bid. Technical bid shall not be accepted without joint undertaking with the OEMs. Authorization certificate from OEM specifically indicating our tender reference, should be uploaded during bid submission.

18. **Financial Standing.**

18.1. The average annual financial turnover of 'The Bidder' during the last three years, ending on 'The Relevant Date', should be at least ₹ 30 Cr (or equivalent in foreign currency at exchange rate prevalent on 'The Relevant Date') as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries.

18.2. The net worth of the Bidder firm (manufacturer or principal of authorised representative) on 'The Relevant Date' should not be less than 5% of the estimated value of the contract.

18.3. The net worth of the Bidder firm (manufacturer or principal of authorised representative) should not be negative on 'The Relevant Date' and also should have not eroded by more than 30% (thirty percent) in the last three years, ending on 'The Relevant Date'. [Note - In case of Indian Bidders/ companies (manufacturer or principal of authorised representative) who have been restructured by Banks in India under the statutory guidelines, such Bidders would be deemed to have qualified the Financial standing criteria, considering the institutional financial backing available to them.

19. **Additional Criteria.**

19.1. **Applicability to 'Make in India'.** Bidders (manufacturer or principal of authorised representative) who have a valid/ approved ongoing 'Make in India' agreement/ program and who meet all other criteria above, except for any one or more of the sub-criteria under Experience and Past Performance above, would also be considered to be qualified, provided:-

19.1.1. Their foreign 'Make-in-India' associates (if applicable), meet all the criteria above without exemption; and

19.1.2. The Bidder submits appropriate documentary proof for a valid/ approved ongoing 'Make in India' agreement/ program.

19.1.3. The Bidder (manufacturer or principal of authorised representative) furnishes, along with the Bid, a legally enforceable undertaking jointly executed by himself and such foreign manufacturer (if applicable) for satisfactory manufacture, supply (and erection, commissioning, if applicable) and performance of 'The Product' offered, including all warranty obligations, as per the standard and special conditions of contract.

19.2. **Authorised Representatives.** Bids of Bidders quoting as an authorised representative of a principal manufacturer would also be considered to be qualified, provided:-

19.2.1 Their principal manufacturer meets all the criteria above without exemption; and

19.2.2 The principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form, assuring full guarantee and warranty obligations as per the standard and special conditions of contract; and

19.2.3 The Bidder himself should have been associated, as an authorised representative of the same or other principal manufacturer for the same set of services as in the present Bid (supply, installation,

satisfactorily commissioning, after sales service, as the case may be) for same or similar 'Product' for past three years ending on 'The Relevant Date'.

19.3 For Existing Successful Past Suppliers. In case the Bidder (manufacturer or principal of authorised representative) who is a successful past supplier of 'The Product' in at least one of the recent past **two** procurements, does not meet any one or more of the requirements above, such a Bidder would also be considered to be qualified, in view of his proven credentials for the maximum quantity supplied by him in such recent past

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements.** The requirement is conclusion of AMC contract of three years for NCN. The Hardware components part of Naval Communication Network are placed at **Appendix 'A'**, software component of the NCN are placed at **Appendix 'B'**, and passive components are placed at **Appendix 'C'**.

2. **Technical Details.** The BIDDER must have back-end agreement mandatorily with the following OEMs regarding the particular items, so that the respective product support for operation, maintenance and upgrades is available to BUYER for minimum duration of 03 years: -

Ser	Item Name/ System Name	OEM	Remarks
1.	Routing and Switching, MDS SAN switches and Fabric Interconnect	Cisco	Necessary documents in this respect are to be provided by OEM and BIDDER.
2.	Network Firewall		
3.	Firmware updates and upgrades for Rack and Blade Servers		
4.	Provisioning of Licences for Voice & Video (Collab) and support for existing hardware		
5.	APT solutions	Fireeye/ Trellix	
6.	Tejas DWDM, L3/ L2 access switches and upgradation of EMS software	Tejas	
7.	SATCOM component	Hughes	
8.	UNMS	BMC, Everest & Truesight	
9.	CDN	Nebularc	
10.	SAN Storage	Hitachi	
11.	NIPS and SLBs	Radware	
12.	SIEM & SOAR	RSA	
13.	DLP	Symantac	

2.1 For CAMC of installed equipment, the OEM shall issue the Manufacturer's Authorisation Form (MAF) and disclose genuine, reasonable and non-discriminatory prices for AMC spares to all eligible bidders requesting the same. The OEM shall also submit an undertaking certifying that the prices communicated are true, fair, genuine and transparent to all bidders.

Alternate OEM Proposal

2.2 In the event of failure or refusal by OEM to provide MAF and/or such genuine and reasonable AMC spare prices within the stipulated time, bidders may be permitted to quote an alternate new product of equivalent or superior specifications, subject to full compatibility with the existing system and approval of buyer, without any additional cost or operational disruption to the buyer.

2.2.1 The alternate OEM proposal shall be submitted separately, clearly marked as 'Optional Alternate OEM Proposal'. This proposal shall be

evaluated only for technical feasibility, future-readiness, interoperability with the existing environment, and cost-benefit, without any obligation on the BUYER to accept or procure such alternate OEM equipment. Acceptance, partial acceptance, or rejection of the Alternate OEM Proposal shall remain the sole discretion of the BUYER and shall not influence the evaluation of the BIDDER's primary AMC/O&M bid for existing OEM equipment.

2.2.2 The bidder shall offer a minimum two (02) alternate OEM options for the item proposed for replacement. The alternate OEM(s) proposed shall be different from the OEM of the equipment being replaced.

2.2.3 Submission of an Alternate OEM Proposal shall not exempt the BIDDER from ensuring complete support, maintenance, and SLA compliance for all existing OEM equipment as per the Scope of Work.

2.2.4 The selection of offered product will be undertaken after thorough evaluation by buyer and post undertaking POC at buyer's premise.

Repair and Maintenance

2.3 The BIDDER shall establish at least Five Spares Depot evenly distributed (Mumbai, Vizag, Kochi, Port Blair and New Delhi) across the country. The BIDDER shall furnish the names, locations, complete postal address, Telephone numbers and FAX numbers of all such Spares Depot at the time of signing the Contract. The Technical Support Centres shall collect the faulty cards/ units/ PCBs (hardware) from BUYER sites and repair/ replace them with new during the period of AMC and deliver the same to the BUYER site post repairs.

2.4 The BIDDER shall ensure that a minimum stock of spare is maintained as spare stock at that Spares Depot, in the coverage area of the Spares Depot.

2.5 Any change in address, phone number, email etc shall have to be intimated in writing by BIDDER to the BUYER at the earliest.

2.6 **Comprehensive Coverage.** Maintenance and support of all listed software, operating system, applications, databases, middleware and associated licensing across all regions, including newly on boarded upgraded systems.

2.7 **OEM Coordination.** Coordination with various OEMs for warranty support, updates, patches, compatibility validation, and end-of-life replacements along with back-to-back support.

2.8 **Preventive Maintenance.** Regular, proactive checks, including diagnostics, backup validation, health monitoring, patch management, virus scanning, and storage optimization and update installation.

2.9 Corrective Maintenance. Immediate resolution of software failures, crashes, or vulnerabilities with escalation matrices and emergency support for critical systems.

2.10 Inventory Management. Detailed tracking of deployed software assets, licensing, configurations and changes accessible by stakeholder teams.

2.11 The BIDDER shall ensure availability of TAC support of all the hardware, software and middleware from the OEM, along with replacement of any defective hardware through OEM depots.

2.12 Patch Management. Availability of security, software and feature update for all the equipment directly from the OEM for the duration of the AMC.

2.13 Vulnerability Monitoring. Regular vulnerability assessment scans, prioritized remediation, and support for compliance standards (ISO 27001 and NIST).

2.14 Backup and Disaster Recovery. Scheduled backups and periodic restoration tests for all applications and database layers; support for disaster recovery planning and execution.

2.15 User Support and Training. Frontline support for end-users (both remote and onsite), including SoW, escalation matrix, patch/ lifecycle logs, and troubleshooting guide.

2.16 QoS. The network elements or nodes must be able to provide a reliable QoS for all applications that are transported across the network infrastructure. Network quality of service (QoS) that meets war fighter requirements needs to be implemented on the network to facilitate monitoring and dynamic reallocation of priorities.

2.17 IN may shift some of the equipment to some other department / location within NCN Centers/locations as required for meeting operational requirement. In this case necessary assistance should be provided at no extra cost. This should not affect the terms and conditions of CAMC.

2.18 Support for configuration and integration of additional equipment and devices onboard ships, which is not scope of current Bill of Material is to be extended within scope of AMC without any additional cost.

2.19 The BIDDER should position suitable vehicles for movement of engineers and equipment at NCN Centers (Delhi and Mumbai) for visit to various sites within the naval stations for maintenance activities.

2.20 The support should be provided under the back-to-back agreement with the OEM of the item for both hardware and software (OS). Professional services of OEM iro Networking, voice and video is to be available.

2.21 Reports on Preventive/ Break down maintenance and uptime efficiency of all the items under CAMC should be submitted at the end of each quarter.

2.22 Service Level Agreement On receipt of the order by the contractor, a Service Level Agreement (SLA) shall be submitted in the format given by the Purchaser within 10 days from receipt of the order.

2.23 The BIDDER is to position following resident engineers at NCN Centers through Technology Operations partner: -

2.23.1 **Manpower for Blue & Red NOC/ SOC/ DC Operations.**
The same are required to be positioned separately at by Blue & Red NOC/ SOC/ DC (Dli/ Mbi).

Ser	Tools	No.	Qualifications All certifications/ qualification are to be valid throughout the duration of AMC
SOC			
1.	SOC Manager	01	1. CompTA Sec+ and CompTIA network+ certified. 2. CISSP qualified and certified
2.	Firewall	02	1. OEM trained and certified for the applications/ devices deployed in the network. 2. CompTA Sec+ and CompTIA network+ certified.
3.	IPS	01	
4.	APT	01	
5.	DLP	01	
6.	SIEM/ SOAR/ UEBA	02	1. OEM trained and certified for the applications/ devices deployed in the network. 2. CompTA Sec, CySA+ and CompTIA network+.
7.	Server security	03	
NOC			
8.	Level 3 Engineer Voice	01	1. CCIE or equivalent certified.
9.	Level 3 Engineer Data Centre	01	2. Expertise of requisite networking equipment with minimum 5 years of experience.
10.	Level 3 Engineer Enterprise	01	
11.	Level 3 Engineer Satellite	01	3. BE(IT/Comp Science) /BTech(IT/Comp Science) /MSc(IT/Comp Science) /MCA(IT/Comp Science) from a UGC certified institution
12.	Level 3 Engineer Naval NMS	02	
13.	Level 2 Engineer Voice	03	1. CCNP or equivalent certified.
14.	Level 2 Engineer Data Centre	02	2. Expertise of requisite networking equipment with minimum 5 years of experience.
15.	Level 2 Engineer Enterprise	03	
16.	Level 2 Engineer Naval NMS	04	3. BE(IT/Comp Science) /BTech(IT/Comp Science)

Ser	Tools	No.	Qualifications All certifications/ qualification are to be valid throughout the duration of AMC
			/MSc(IT/Comp Science) /MCA(IT/Comp Science)
17.	Level 2 DWDM	02	
18.	Level 1 Engineer	10	1. CCNA or equivalent certified. 2. Expertise with minimum 02 years of on ground experience.
Data Centre			
19.	Microsoft ADDS	01	1. Administer Active Directory Domain Services (APL – 1008) and Active Directory Certificate Service (AD CS) certified. 2. OEM trained and certified.
20.	Data Backup and Disaster Recovery	02	1. OEM trained and certified for the applications/ devices deployed in the network. 2. IACRB Certified Data Recovery Professional (CDRP) qualified and certified.
21.	Virtualisation and hypervisor	04	1. OEM trained and certified for the applications/ devices deployed in the network. 2. Certified with VMware certified professional – Data Centre Virtualisation (VCP – DCV) and Microsoft Windows server Hybrid administrator associate.
22.	Linux Administrator	02	Certified with CompTIA linux+ and Red Hat Certified System Administrations (RHCSA)
23.	Email Exchange Services	01	OEM trained and certified for the applications/ devices deployed in the network.
24.	Microsoft System Centre Suite	02	
25.	Content Delivery Network	02	
26.	NTP & Radius	01	
27.	Cloud Infrastructure/ IAAS expert	02	
28.	BMS	04	OEM trained and certified for the applications/ devices deployed in the network.
Total = 124		(62*2) NOC/ SOC of Red and Blue with both locations being manned 24*7 in three shifts.	

Data Centre Operations Vizag & Kochi

Ser	Tools	No.	Qualifications
1.	SOC Analyst	01	CompTA Sec+ and CompTIA network+ certified.
2.	Virtualisation and Hypervisor	01	1. OEM trained and certified for the applications/ devices deployed in the network. 2. Certified with VMware certified professional – Data Centre Virtualisation (VCP – DCV) and Microsoft Windows server Hybrid administrator associate.
3.	Linux Administrator	01	Certified with CompTIA linux+ and Red Hat Certified System Administrations (RHCSA)
4.	Email Exchange Services	01	OEM trained and certified for the applications/ devices deployed in the network.
5.	Content Delivery Network	01	
6.	Level 2 Engineer Voice	02	1. CCNP or equivalent certified. 2. Expertise of requisite networking equipment with minimum 5 years of experience.
7.	Level 2 Engineer Data Centre	01	
8.	Level 2 Engineer Enterprise	02	
9.	Level 2 Engineer Naval NMS	02	
10.	Level 2 DWDM Engineer	01	
11.	Level 1 Resident Engineer	04	CCNA or equivalent certified. Expertise with minimum 02 years of on ground experience.
12.	BMS	04	OEM trained and certified for the applications/ devices deployed in the network.
Total = 42		(21*2) Data Centre Kochi and Vizag.	

Near Line Data Centre at Gurugram, Kalamassery, Dolphin Hill, Thane

Ser	Tools	No.	Qualifications
1.	Virtualisation and Hypervisor	01	1. OEM trained and certified for the applications/ devices deployed in the network. 2. Certified with VMware certified professional – Data Centre Virtualisation (VCP – DCV) and Microsoft Windows server Hybrid administrator associate.

2.	Level 2 Engineer Enterprise	01	1. CCNP or equivalent certified.
3.	Level 2 Engineer Data Centre	01	2. Expertise of requisite networking equipment with minimum 5 years of experience.
4.	Level 1 Resident Engineer	01	1. CCNA or equivalent certified.
5.	BMS	02	2. Expertise with minimum 02 years of on ground experience.
Total = 24		(6*4) NLDC at Gurugram, Kalamassery, Dolphin Hill, Vizag.	

Satellite Data Centre Karwar

Ser	Tools	No.	Qualifications
1.	Network Manager with Specialisation in Satellite Communication	01	Education: Btech in ECE + 5 yrs experience Must have completed 4.5 Meter or Higher Antenna installation Must have experience on Hughes HX baseband Must have experience on Multicast and Video Broadcast and should have experience in Fibre network and Satellite network integration
2.	Network Analyst	01	OEM trained and certified for router and switches configuration and trouble shooting Must have knowledge on VRF, VRF, VPN, IPSEC, OSPF, IGMP, GRE, BGP, RIP and EBGp protocols Certified with VMware certified professional – Data Centre Virtualisation (VCP – DCV) and Microsoft Windows server Hybrid administrator associate.
3.	Level 2 Engineer Voice	01	1. CCNP or equivalent certified. 2. Expertise of requisite networking equipment with minimum 5 years of experience.
4.	Level 2 Engineer Data Centre	01	
5.	Level 2 Engineer Enterprise	01	
6.	Level 1 Resident Engineer	02	1. CCNA or equivalent certified. 2. Expertise with minimum 02 years of on ground experience.

7.	BMS	04	OEM trained and certified for the applications/ devices deployed in the network.
Total = 22		(11*2) Satellite Data Centre Karwar and Sri Vijaya Puram	

Satellite Data Centre Kavaratti

Ser	Tools	No.	Qualifications
1.	Level 2 Engineer Satellite	01	1. CCNP or equivalent certified. 2. Expertise of requisite networking equipment with minimum 5 years of experience.
2.	Level 1 Resident Engineer	02	1. CCNA or equivalent certified. 2. Expertise with minimum 02 years of on ground experience.
Total = 3		03 for Satellite Data Centre at Kavaratti	

21 NCN Centres Other Than (04DC, 04 NLDC, 03 SDC, 01DR)

Ser	Tools	No.	Qualifications
1.	Level 2 Engineer Satellite	01	1. CCNP or equivalent certified. 2. Expertise of requisite networking equipment with minimum 5 years of experience.
2.	Level 1 Resident Engineer	01	1. CCNA or equivalent certified. 2. Expertise with minimum 02 years of on ground experience.
Total = 42		(2*21) for 21 NCN Centres	

Total (16.1 + 16.2 + 16.3 + 16.4+ 16.5 + 16.6) = 257

To ensure SLAs/ Leave/ Absence, BIDDER may position, additional workforce as deemed suitable with no extra cost to the BUYER.

2.24 The BIDDER has to provision 300 support hours of M/s Microsoft every year for a duration of three years to enable efficient management of backbone services of Red and Blue

Training

2.25 The successful BIDDER shall ensure atleast two training programmes for the personnel of the IN at each DC (Delhi, Mumbai, Kochi and Vizag). The quality and content of the training shall be so designed that the Indian Navy officials will be sufficiently exposed to all the aspects of planning, engineering and operations of network elements in System, Security, Storage and Data Centre. The training programme has to be approved by Directorate of Network and Space Operations prior implementation at field level.

2.26 NCN Training Facilities. The BIDDER shall provision competent instructors at /N NCN training facilities for the duration of AMC for training in following aspects: -

2.26.1 Networking. Routing, switching, VLANs, IP management, MPLS, WAN/ LAN configurations.

2.26.2 Security. Firewall management, intrusion detection/ prevention, threat monitoring, SOC operations.

2.26.3 Storage and Virtualization. SAN/ NAS management, backup, replication, storage optimization and trouble shooting.

2.26.4 Data Centre Operations. Server management, power and cooling, redundancy, monitoring tools, and disaster recovery procedures.

2.26.5 NOC and SOC Operations. Incident handling, alert management, network monitoring tools, security event correlation, and reporting.

2.27 BIDDER shall share the training content and duration of curriculum with /N for approval. The schedule of the training for /N personnel would be shared by DNSO.

Service Level Agreement

2.28 Technical Support Centre. The BIDDER shall provide technical support over phone, email or web for early resolution of the faults. If fault is of critical nature and upon requested by BUYER, on-prem OEM TAC support is to be provisioned by the BIDDER to meet SLAs. BIDDER must also setup one Technical Support Centre each at NOC/ SOC (Mumbai) and Central NOC/SOC (Delhi). BIDDER will be responsible for setup of office infrastructure at each NOC for BIDDER & OEM team. Provision of office furniture, Computers, printers, Photocopy machines and other associated accessories will be the responsibility of the BIDDER. Required officer space at NOC/ SOC will be provided by Indian Navy. The BIDDER shall furnish the name, locations, complete postal address, telephone numbers and FAX numbers of all such Support Centres at the time of signing the Agreement/ Contract. BUYER must have direct Access to the Technical Assistance Centre (TAC) of the OEMs for assistance in troubleshooting faults. The BIDDER shall ensure that COMNETCEN are manned by fully component and responsible Engineers. Additionally, the TAC should ensure the following: -

2.28.1 They are capable of giving all types of necessary technical guidance/ assistance over the phone to the representative of BUYERs, for fast restoration of faults.

2.28.2 They are capable of attending the faults at the BUYER sites whenever needed by deputing competent technical expert.

2.28.3 They are manned and are able to provide service to BUYER round the clock, all the seven days of the week throughout the year. The level of service provided to BUYER shall not go down during night time due to any day being holiday, or for any other reason.

2.28.4 They will organise receipt of faulty modules/ cards from BUYER sites and repair/ replace them with good cards during the warranty period of contract.

2.28.5 BIDDER is to cater for installation of additional patch chords, SFPs for installation/ shifting of equipment with in Indian Navy.

2.28.6 They shall regularly obtain feedback about the health of the systems under contract from the BUYER and maintain a proper record a proper record of such feedback. These shall be made available to the technical expert in turn shall give adequate and proper guidelines/ technical advice to the BUYER for taking necessary preventive measure for reducing the frequency of such faults and also for preventing such faults from re-occurring. This shall, however, not absolve the BIDDER from fulfilling his obligation under this agreement.

2.28.7 For any third-party equipment it shall be at the discretion of the BIDDER to either carry out the repair on its own or through the facilities of third party. In all cases, however, BUYER shall interface only with this BIDDER. However, if the issue persists, OEM be called upon for on – premise/ remote assistance for resolution.

2.28.8 The faulty module will be collected by BIDDER and designated Spares Depot/ Technical support Centre within shortest possible time for undertaking repair/replacement.

2.28.9 The hard disk/storage device of networking equipment is to be handed over to Indian Navy staff prior dispatching for RMA.

2.28.10 The BIDDER shall arrange and ensure repair or replacement of the faulty equipment of the concerned BUYER site, within business days mention in para (6) from the date of assignment of faulty to the BIDDER on UNMS remedy ticketing solution/phone/mail/written correspondence. The faulty module will be dispatched to the nearest spare's depot of the BIDDER by BIDDER. The responsibility of repairing and sending back the same to the respective BUYER site will be with the BIDDER.

2.28.11 **Technical Support Procedure.** During the CAMC period (3 years), it shall be possible by Indian Navy to log complaints 24x7 round the year, using the following means:

2.28.11.1 On-line (web based)/ UNMS based (The complaint no./docket no. shall be generated instantly on

logging the complaint). The on-line complaint/docket resolution status shall be available - Mandatory

2.28.11.2 Via Telephone (The complaint no./docket no. shall be generated instantly and conveyed to Indian Navy manually or by any other means)

2.28.11.3 E-Mail (The complaint no./docket no. shall be generated instantly and mailed back to complaint unit, copy to designated mail id at respective COMNETCENs).

2.28.11.4 Fortnightly report submission of all the calls logged and their resolution status

2.28.11.5 The details of the faults will be available to BIDDER in prescribed format available on UNMS. Additionally, the time of assignment of fault to BIDDER will be recorded in the fault docket shall only be taken into consideration for calculating the duration of fault.

2.28.11.6 Similarly, after rectification of each fault, a detailed action-taken report mentioning activity taken to restore services to be updated UNMS. If rectification is beyond 48 Hr, then action taken during each 48 hr or past thereof should be endorsed as progress report.

2.28.11.7 In case any dispute arising regarding duration of fault in UNMS, the fault Docket as maintained by IN (time of assignment of fault to BIDDER) with the BUYER shall be the guiding documents to be agreed by both parties.

2.28.11.8 The action-taken report must be updated on UNMS application with utmost care, giving all the details of the faults and other information as prescribed in the fault Docket and the entries made by of the representative of the BUYER and BIDDER.

2.28.11.9 In case technical instruction shall be given to the BUYER staff by BIDDER, over phone that priority approval of NOC/SOC team is mandatory. If the fault is restored by following the instructions given over phone, then representative of the respective COMNETCEN will close the Fault Docket after making suitable entries and after satisfying himself of the proper restoration of the fault.

2.28.11.10 The BIDDER shall also ensure visits of the expert and competent technical staff of the BIDDER and/or OEM in case the fault is not rectified to the satisfaction

of BUYER even after following the telephonic/ emailed instructions and advice.

2.28.11.11 Once the fault has been rectified and the system & services are restored to normalcy, the visiting engineer of the BIDDER shall record in the UNMS, the details of the work done by him for restoration of the faults and also the details of steps to be taken and procedures to be followed for not only restoration of similar faults by BUYER staff but also for preventing the reoccurrence of similar faults in future.

2.28.11.12 **Maintenance of History Sheet and Log Books.** The BIDDER shall supply elaborate maintenance procedure to all four COMNETCENs at Delhi, Mumbai, Vizag and Kochi. Work flow will be created by NOC/SOC team in consultation with BIDDER for history sheet to every site of the BUYER, where it BIDDER's equipment are installed. Based on the history sheet report, the BIDDER shall analyse the health record each site and if something alarming or unusual is noticed, it shall advice the field staff of BUYER to take necessary actions for preventive maintenance of such equipment. These instructions for preventive maintenance shall be passed on to BUYER in writing and sending expert to the respective nodes when felt necessary. BUYER reserves the right to make changes in the performa/ maintenance programme proposed by the BIDDER.

2.28.11.13 The BIDDER would be responsible for maintaining all systems of the network to the satisfaction of the BUYER bringing the entire system up and operational to the satisfaction of BUYER.

2.28.11.14 If reinstallation, re-appropriation/ shifting to other location the same shall have to be carried out by the BIDDER.

2.28.11.15 The BIDDER shall provide to the BUYER all major and minor updates and upgrades of all the subsystems (Firmware and Software) released worldwide. There are to be tested lab and then rolled out PAN – NAVY as directed by the NOC/ SOC for respective network at the COMNETCENs.

2.28.11.16 The responsibility of installation of these updates and upgrades shall be the responsibility of the BIDDER. However, no upgrade shall be done at site without prior approval from COMNETCENs.

2.28.11.17 The Supplier has to coordinate with respective *COMNETCENS* and/or *IN* Office, for attending and resolving the reported fault in NCN equipment.

2.28.11.18 No changes in the network/ system configuration is to be undertaken by any of the BIDDER's staff without prior approval of respective *COMNETCENS* staff.

2.28.11.19 The BIDDER is solely responsible for background check of its technical support team positioned to maintain the Navy network which is least but not limited to Police verification of individuals.

Faults: Severity Level and Restoration Time

2.28.11.20 The faults arising in the system will be classified into different levels of severity. Based on the severity level the restoration time fixed by BUYER is as follows: -

Severity Level	Restoration Time
Critical(1A)	04 hours
Severe(1B)	24 hours
Normal(1C)	72 hours

2.28.11.21 **Severity Level Critical.** Any fault causing the complete downtime or down grading the performance of Network or Voice services on the network or affecting the availability of any service shall be treated as critical faults (1A). It includes faults affecting the functioning of the whole system at national or regional level impacting Access Routers at Data Centre locations or affecting more than ten sites simultaneously is to be treated as critical faults.

2.28.11.22 **Severity Level Severe.** Any fault causing partial down grading of performance of network or Voice services on the production network affecting the availability of any service of any sites or location but restoration but restored on available redundancy shall be treated as severe faults (1B). It includes faults that affect functioning of a part of the system, defects affecting network enabled services at a station level causing partial failure i.e. Card level failure of Core Routers or Access Routers or affecting video/ voice system performance, they are to be treated as severe faults.

2.28.11.23 **Severity Level Normal.** Any fault causing more than 10% and less than 5% of the users of a site shall be treated as normal faults (1C). It includes faults

which affect the functioning of a particular end point at an equipment level. All fault of unserviceability of Layer-2 switches shall also be treated as normal faults.

2.28.11.24 The time for restoration of fault will be counted from the time of assigning fault to BIDDER's Technical Support Centre team by Indian Navy as per procedure above.

2.28.11.25 Breakdown calls should be attended on holidays and after office hours also in case of emergency without any additional charges.

2.28.11.26 System uptime should be maintained at 99.9 % on quarterly basis.

Penalty.

2.28.11.27 If BIDDER fails to restore the fault within the limit specified as above, following penalties shall be applicable: -

Severity Level	Penalty per hour
Critical(1A)	Rs. 50,000/- per hour
Severe(1B)	Rs. 50,000/- per 4 hours
Normal(1C)	Rs. 50,000/- per 48 hours

2.28.11.28 The penalty will be capped at 50% of the original cost of the equipment. However, there shall be no limit on the penalty for delay in repair of units/ models as mentioned in Para 6 above. For the purpose of arriving at the penalties as indicated the calculated percentage upto two decimal points shall rounded off to nearest figure (e.g. 4.49% will be taken as 4% and 4.50 shall be taken as 5%).

2.28.11.29 If the BIDDER is unable to rectify the consigned fault beyond 30 days delay, the penalty shall be Rs. 25,000 per days for Severity Level 1A/ and Rs 10000/- for Severity Level 1B and Rs 5000/- for Severity Level 1C. This penalty is in addition to the penalty as specified in Para 7 (a) above. A system of dispatch and receipt challans shall be worked out between BUYER and the BIDDER within three months of the placement of contract/ Contract in order to account for the delay. Decision of BUYER as to how the system is designed shall be final.

2.28.11.30 However, the penalty for AMC period shall be deducted from the half yearly payments. The maximum

value of penalty shall not exceed 20% of AMC amount in that half year and 10% of AMC amount in full year.

2.28.11.31 Penalty for the warranty period shall be calculated in number of days proportional to Service Level Agreement (SLA) breach amount. AMC amount quoted for the first year of AMC shall be taken as reference for calculation of SLA amount.

2.28.11.32 After the expiry of Annual Maintenance Contract the BIDDER is be bound to hand over all pending spare parts/ sub-assemblies/ printed circuit boards etc held for repair to BUYER.

2.28.11.33 SLA report should be generated quarterly and reviewed jointly by the BIDDER and the BUYER.

3. **Two Bid System.** Bidders are required to furnish clause by clause compliance of specifications, bringing out clearly the deviations from specifications, if any. The compliance matrix to be filled by all bidders is placed at **Appendix 'D'**.

4. **Delivery Period.** The successful BIDDER/ AMC firm will be required to provide AMC services w.e.f. _____. Please note that Contract can be cancelled or applicable LD clause can be exercised unilaterally by the BUYER.

5. **International Commercial Terms (Incoterms) for Delivery and Transportation ("E" / "F" / "C" / "D" Terms).** Unless otherwise specifically agreed to by the Buyer and the Seller and incorporated in the contract, the applicable rules & regulations for transportation of goods will be as per the contemporary version of Incoterms evolved by the International Chamber of Commerce, Paris. Definition of Delivery Period is given below:-

Ser.	Terms of Delivery	Date of Delivery
1.	Local Delivery at Site	The date on which the delivery is made at the consignee's site mentioned in the contract.
2.	EXW	The date the Seller delivers the goods to the Buyer at Seller's factory/ premises.
3.	FOR Station of Dispatch	The date on which the goods are placed by the Seller on rail with clear Rail Receipt.
4.	By Post Parcel	The date of postal receipt.
5.	Dispatch by Air	The date of Air Waybill.
6.	FOR Destination	The date on which the goods reach the destination railway station specified in the contract, unless otherwise stated.
7.	CIP Destination	The date on which the delivery is effected at the destination mentioned in the contract.

8.	FAS Port of Shipment	The date on which the Seller delivers the goods alongside the vessel at the specified port of shipment. This date is reflected in the Bill of Lading.
9.	FOB Port of Shipment	The date on which the Seller delivers the goods onboard the vessel at the specified port of shipment. This date is reflected in the Bill of Lading.
10.	CIF Port of Destination	The date on which the goods actually arrived at the Destination Port.
11.	DAP	The date on which the goods arrive at the place of delivery.

Notes:-

1.1. The FAS, FOB & CIF terms of delivery are applicable for goods which are directly imported from foreign countries against the subject contract, and not imported already by the Seller under its own arrangement.

1.2. The CIP terms of delivery may be applied both for domestic as well as imported supplies.

6. Consignee Details. The consignees of the NCN are various NCN Centers

7. Cooling off Period/ Transition-IN Period. A cooling off/ Transition-In Period of **45** days shall be provided to the BIDDER to conduct a full Baseline audit, identify and document inherited defects caused due to the maintenance gap. The BIDDER is to propose rectification timelines before commencement of SLA- bound AMC operations.

Technical Operations Partner

8. The BIDDER is to propose a Technical Operations Partner for provisioning the manpower as mentioned vide para 16 above, responsible for day-to-day network administration, monitoring, ticket management, configuration assistance, incident resolution, preventive checks, field visits, and onsite deployment of technical manpower. However, following technical qualifying criteria is to be mandatorily adhered to:-

8.1 Subcontracting of any part of the contract to a system integrator shall be permitted only with the prior explicit written approval of the Buyer. The approval granted shall be limited to the scope, entity and terms expressly approved by the Buyer. The bidder shall remain solely and fully responsible for the performance, quality, security and compliance of all obligations under the Contract, irrespective of any approved subcontracting.

8.2 As on date of RFP, The partner must be supporting and managing at least one CAMC project of at least INR 80 Cr annual value in BFSI/ Central Government/ PSU. Relevant copy of Purchase orders to be submitted.

8.3 The partner should be ISO 90001, ISO 27001 & CMMI Level-5 certified. Copy of certificates be submitted.

8.4 The partner must have experience of managing at least 45 locations in a single project which includes ITSM and UNMS software solutions during the last 05 years.

8.5 The Partner **must have managed a cumulative base of at least 5000 network devices excluding endpoints in a single Project** in the last five years, covering activities such as (Documentary evidence to be submitted):

8.5.1 Daily monitoring,

8.5.2 Configuration updates and change implementation,

8.5.3 Incident handling and troubleshooting,

8.5.4 Device-level field support,

8.5.5 Repair/replacement coordination.

8.6 The Partner must own and operate at least **Technical Command Center** (NOC/SOC/Operations Center) of Government/Defence/PSU/BFSI equipped with (Documentary evidence to be submitted):

8.6.1 **Minimum 100 full-time technical staff,**

8.6.2 Capabilities for real-time network monitoring, alert correlation, ticketing, **remote** diagnostics, and escalation handling.

8.6.3 The Partner must demonstrate the capability to deploy at least **200 onsite technical personnel** across Government/Defence/PSU/BFSI projects for daily technical operations and support.

9. Subcontracting of manpower or daily technical operations shall be allowed **only to a Partner meeting all the above criteria and post approval of buyer.**

10. Subcontracting by the BIDDER to any firm for any task may be done only after the same is approved by the BUYER.

11. ***Notwithstanding subcontracting, the full and final responsibility for meeting all SLAs, uptime commitments, response/resolution timelines, and contractual performance shall rest solely with the BIDDER.***

12. Methodology for Selection of OEM for Tech Refresh/Upgradation of Obsolete Systems/ Equipment.

12.1 The bidder has to **propose minimum two Solutions, each from different OEM against system/ item tabulated above for upgradation.**

Bidder submitting only one OEM solutions against any of the above item upgradation will not be considered during technical evaluation phase.

12.2 Based on the compatibility and applicability on the network, the buyer will conduct thorough on premise POC within D + 90 days of the offered product either during Technical evaluation phase or after conclusion of the contract. Therefore, considering above, bidder is to exercise caution while submitting financial proposal.

12.3 The selection of OEM or proposed solutions will be decided based on the outcome of POC only. The decision of selection of OEM and Product for upgradation solely lies with the BUYER post undertaking POC.

PART III – STANDARD CONDITIONS OF RFP

The BIDDER is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful BIDDER (i.e., BIDDER in the Contract) as selected by the BUYER. Failure to do so may result in rejection of the Bid submitted by the BIDDER.

1. **Law.** The AMC services shall be considered and made in accordance with the laws of the Republic of India. The AMC shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The AMC shall come into effect on the date of signatures of both the parties on the AMC document (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the AMC.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to performance, which cannot be settled amicably, shall be resolved through arbitration. The standard clauses of arbitration is placed at **Appendix 'E'**.
4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India or showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption, shall entitle the Buyer to cancel the Contract and all or any other Contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking has been committed, shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/ employee of the Buyer or to any other person in a position to influence any officer/ employee of the Buyer for showing any favour in relation to this or any other Contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to, termination of the Contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents/ Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the Original Equipment Manufacturer (OEM)/ OEM Authorised Subsidiary/ OEM Authorised Vendor/ Government sponsored Export Agency

(applicable in the case of countries where domestic laws do not permit direct export by OEMs) of the stores/ provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to award the Contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage, it is discovered by the Buyer that the Seller has engaged any such individual/ firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any Supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller, who shall, in such an event, be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any Contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the BUYER that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the BUYER, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract Documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the Contract or any provision, specification, plan, design, pattern, sample or information with proprietary markings thereof to any third party, unless required by either Government of the Parties or by Seller's suppliers solely for the purpose of performing the obligations under the Contract.

8. **Liquidated Damages (LD).** In the event of the Seller's failure to supply the stores/ goods/ any instalment thereof or fails to perform services, conduct trials, installation of equipment, training and MET as per schedule specified in a contract, the CFA, without prejudice to the rights of the purchaser to any other remedy for breach of contract, may recover from the contractor, a sum equivalent to 0.5% of the price {total cost (including elements of GST, freight/transportation and other variations like PVC/ERV etc.) of stores/incidental Works/Services, which the contractor has failed to deliver within the period agreed for delivery in the contract, for each week or part thereof. The total damages shall not exceed 5% of the Price {total cost (including elements of GST, freight/ transportation and other variations like PVC/ERV etc.) of stores/incidental Works/ Services. Any extension given by the buyer for delay attributable to buyer or on account of Force Majeure Clause is to be factored in delivery period.

8.1. In case of inordinate delay this maximum deduction shall be 10% of the Price (total cost), as stated above, of stores/ incidental works/services supplied with delay.

8.2. **Inordinate Delays.** Inexcusable delays of more than one-fourth (25%) of the total delivery period shall be treated as inordinate delays.

9. **Termination of Contract.** Without prejudice to any other remedy for breach of the Contract, such as removal from the list of registered suppliers, the Buyer shall have the right to terminate this Contract in part or in full, by giving Termination Notice to the Seller any time after the default, but prior to the intended termination date, in any of the following cases:-

9.1. The Seller fails to honour any part of the Contract including failure to deliver the contracted stores/ render services/ achieve milestones in time as per the Contract for causes not attributable to Force Majeure for more than **02 months** as related to the delivery period as per the Contract, or for a period greater than 50% of the scheduled delivery period for the overall Contract, whichever is earlier.

9.2. The Seller is declared bankrupt or becomes insolvent.

9.3. The performance in whole, or in part, or any obligation under this Contract is prevented or delayed by any reason of Force Majeure for a period exceeding 90 (ninety) days, provided Force Majeure clause is included in the Contract.

9.4. The item offered by the Seller repeatedly fails in the inspection and/ or the Seller is not in a position to either rectify the defects or offer items conforming to the contracted quality standards.

9.5. The Seller is found to have made any false or fraudulent declaration or statement or utilised the services of any person, party, firm or institution engaged as an agent to get the contract and made payment/ commission to such agents, or the Seller is found to be indulging in corrupt and unethical practices, directly or indirectly, to influence the award of the Contract.

9.6. Any special circumstances that are to be recorded to justify the termination of the Contract.

9.7. As per decision of the Arbitration Tribunal.

10. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting.** The Seller 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 Contract or any part thereof, except with the prior consent of the Buyer in case of merger, amalgamation, consolidation, acquisition, change in control or similar transactions. For granting such

consent, Buyer may require the Seller to enter into a Novation Agreement. The Seller may utilise its wholly owned subsidiary in India to provide product support related to the Contract. However, it shall not relieve the Seller of any obligation, duty or liability attributable to the Seller under the present Contract.

12. Patents and other Industrial Property Rights. The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registration charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims, including claims from any third party at any time on account of the infringement of any or all such rights, whether such claims arise in respect of manufacture or use. The Seller shall have the sole responsibility to defend/ settle such claim(s). The Seller shall be responsible for completion of the supplies, including spares, tools, technical literature and training aggregates, irrespective of the fact of infringement of any or all these rights.

13. Amendments. No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. Taxes and Duties

14.1. All indirect taxes and duties paid by the Seller on behalf of the Buyer will be reimbursed at actuals, or as quoted by the Seller, whichever is lower, based on production of documentary proof of payment.

14.2. Bidders must indicate separately the relevant Taxes/ Duties (including GST/ IGST/ etc.) likely to be paid in connection with delivery of completed goods/services specified in the RFP. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

14.3. If a Bidder is exempted from payment of any duty/ tax up to any value of supplies from them, he should clearly state that no such duty/ tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/ quantum of any duty/ tax, it should be brought out clearly. In such cases, relevant certificate/s will be issued by the Buyer later, to enable the Seller to obtain exemptions from taxation authorities.

14.4. Bidders should note that in case any refund of any duty/ tax is granted to them by Central/ State authorities in respect of stores supplied under the Contract, they will pass on the credit to the Buyer immediately, along with a certificate that the credit so passed on, relates to the duty/ tax originally paid for the stores supplied under the Contract.

14.5. Any upward revision in levies, taxes and duties levied by the Central/ State/ Local governments on final product as a result of any statutory variation taking place within Contract period, shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/ tax paid by the Seller.

Similarly, in case of downward revision in any such duty/ tax, the actual quantum of reduction of such duty/ tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concessions, etc., if any, obtained by the Seller.

14.6. Levies, taxes and duties levied by Central/ State/ Local governments on final product will be paid by the Buyer on actuals, based on relevant documentary evidence. Bidders are required to include the same in the pricing of their product. Taxes and duties on input items/ raw materials, and any variations thereof, will not be paid by the Buyer and they may not be indicated separately in the bids.

14.7. Liquidated damages or any other recoveries should not be shown as deductions on the invoice, and GST shall be applicable on the Invoice Amount.

14.8. In case of Price Variation or Exchange Rate Variation, or any other variation, GST shall be applicable on the net invoice value after the variation is taken into account.

14.9. In case of profiteering by the Seller relating to GST tax, the Procuring Entity shall treat it as a violation of the Code of Integrity in the Contract and take any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.

14.10. For imported stores, the Bidder shall quote prices thereof exclusive of customs duty and shall specify separately the CIF/ CIP/ any other INCOTERMS (as applicable) prices and total amount of customs duty payable. The Bidder will also indicate correctly the rate of customs duty applicable, along with the Indian Trade Classification (ITC-HS) applicable. Customs duty if paid by the Seller will be reimbursed at actuals, on production of necessary documents.

OR

The Bidder will be exempt from payment of Customs Duty, for which Customs Duty Exemption Certificate (CDEC) will be provided by the Buyer.

14.11. Subsequent to the reimbursement of customs duty, the Bidder will submit to the Paying Authority concerned, a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned, a certificate immediately after a period of three months from the date of payment of the duty to the Customs authorities, to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the Customs authorities by him.

14.12. In case the Bidder obtains any refund of customs duty, subsequent to the payment of the same by him to the Customs authorities and reimbursement of the customs duty to him by the Paying Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

15. Integrity Pact Clause. The Bidders for this AMC contracts agree with the Buyer to carry out the procurement in a specified manner. The Bidders are to submit the Integrity Pact along with their bids (Technical/ Commercial, whichever is earlier). The validity of the Integrity Pact shall be from the date of its signing and extend up to three years or up to 60 days beyond the date of completion of all contractual obligations to the complete satisfaction of both, the Buyer and the Bidder/ Seller, whichever is later. In case the Bidder is unsuccessful, the Integrity Pact shall expire after six months from the date of signing of the contract. The integrity Pact is placed at **Appendix F**. The essential elements of the Pact are as follows:-

15.1. A pact (Contract) between the Government of India (Ministry of Defence) (the authority or the "Buyer") and those companies submitting a tender for this specific activity (the "Bidder").

15.2. An undertaking by the Buyer that its officials will not demand or accept any bribes, gifts, etc., with appropriate disciplinary or criminal sanctions in case of violation.

15.3. A statement by each Bidder that it has not paid, and will not pay, any bribes.

15.4. An undertaking by each Bidder to disclose all payments made in connection with the Contract in question, to anybody (including agents and other middlemen as well as family members, etc., of officials). The disclosure would be made either at the time of submission of Bids or upon demand from the Buyer, especially when a suspicion of a violation by that Bidder emerges.

15.5. The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the Contract has been fully executed.

15.6. Undertaking on behalf of a Bidding company will be made "in the name and on behalf of the company's Chief Executive Officer".

15.7. The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings:-

15.7.1. Denial or loss of Contracts.

15.7.2. Forfeiture of any or all forms of security deposits/ bonds/ guarantees, including Performance Bond, submitted by the Bidder either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefor.

15.7.3. (Covered in item above) Liability for damages to the Buyer.

15.7.4. Provisions of Sanctions for violation of the Integrity Pact shall also be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reasons for imposing sanction for violation of this Pact.

15.7.5. Debarment of the violator by the Buyer for an appropriate period of time.

16. **Denial Clause.** In case the delay in delivery is attributable to the Seller or a non-Force Majeure event, any statutory increase in, or fresh imposition of any taxes/ duty, including customs duty, leviable in respect of the Stores specified in the said Contract, and/ or upward rise in prices due to the PV clause, and/ or any adverse fluctuation in foreign exchange, are to be borne by the Seller during the extended delivery period, while the Buyer reserves the right to get any benefit of a decrease in price on any aforesaid ground.

PART IV - SPECIAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Special Conditions of the RFP mentioned below.

1. Performance Guarantee.

1.1 The Bidder will be required to furnish a Performance Guarantee by way of a Account Payee Demand Draft, Fixed Deposit Receipt (FDR), Banker's Cheque, Insurance Surety Bonds, Bank Guarantee (BG)/ Electronic BG (e-BG) or Electronic EMD (e-EMD) from any of the Indian Public or Private Sector Scheduled Commercial Banks or payment online in an acceptable form for a sum equal to 5 % of the Contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee (PBG) should be valid up to 60 days beyond the period of warranty. The Specimen of PBG is placed at **Appendix G.**

1.2 In case any claims or any other Contract obligations are outstanding, the Seller will extend the Performance Bank Guarantee as asked for by the Buyer till such time as the Seller settles all claims and completes all Contract obligations including warranty. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the Contract are not fulfilled by the Seller.

1.3 Provisions relating to sanctions for violation of the Integrity Pact shall also be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason therefor.

2. Option Clause. Not applicable

3. **Tolerance Clause.** To take care of any changes in the requirement during the period starting from issue of RFP till placement of the Contract, Buyer reserves the right to increase or decrease the quantity of the required goods/ services up to a limit of %, without any change in the terms & conditions and the prices quoted by the Seller. While awarding the Contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

4. **Payment Terms.** AMC Charges shall be paid in on **quarterly basis**, on submission of User Satisfactory performance certificate and bill by the BIDDER. The BUYER shall issue the User Satisfactory Performance certificate, after completion of CAMC services at every three months

5. **Advance Payments.** No advance payment(s) will be made.

6. **Paying Authority.** The Deputy Controller of Defence Accounts (Navy), Project Sea Bird, West Block-V, RK Puram, New Delhi - 110066. The payment of bills will be made on **Quarterly basis** post submission of the following documents, by the Seller to the Paying Authority along with the bill:(i) Ink-signed copy of Contingent bill/ Seller's bill.

- 6.1. Ink-signed copy of Commercial invoice.
- 6.2. Copy of EAS, Supply Order/ Contract with UO Number and date of IFA's concurrence, where required.
- 6.3. CRVs in duplicate.
- 6.4. Inspection note.
- 6.5. Claim for statutory and other levies to be supported with requisite documents/ proof of payment such as GST challan, Customs duty clearance certificate, proof of payment for EPF/ ESIC contribution with nominal roll of beneficiaries, etc., as applicable.
- 6.6. Exemption certificate for taxes/ duties, if applicable.
- 6.7. Copy of Advance Payment Bank Guarantee (APBG), if any.
- 6.8. Copy of Integrity Pact, Performance Bank Guarantee/ Indemnity bond.
- 6.9. Details for electronic payment, viz. Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in Supply Order/ Contract).
- 6.10. Certificate from the user(s) to the effect that services of the firm during the billing period has been satisfactory.
- 6.11. User Acceptance.

7. **Fall Clause.** The following Fall clause will form part of the Contract placed on successful Bidder:-

7.1. The price charged for the stores supplied under the Contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offers to sell stores of identical description to any persons/ organisation, including the Purchaser or any Department of the Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government, as the case may be, during the period till performance of all obligations including warranty under the Contract/all Supply Orders placed during the currency of the Rate Contract (as applicable), is completed.

7.2. If at any time, during the said period, the Seller reduces the sale price, sells or offers to sell such stores to any person/ organisation, including the Buyer or any Department of the Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government, as the case may be, at a price lower than the price chargeable under the Contract, the Seller shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the Contract for the stores, shall stand correspondingly reduced.

7.3. The Seller shall furnish the following certificate to the Paying Authority, along with each bill for payment for supplies made against the Contract/ Rate Contract:-

"We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the Contract herein and such stores have not been offered/ sold by me/ us to any person/ organisation, including the Purchaser or any Department of the Central Government or any Department of a State Government or any Statutory Undertaking of the Central or State Government, as the case may be, up to the date of bill/ the date of completion of supplies against the Contract/ all supply orders placed during the currency of the Rate Contract (as applicable), at a price lower than the price charged to the Government under the Contract, except for quantity of stores categories under sub-clauses (i) and (ii) of sub-para (b) above, details of which are given below:-

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8. Risk & Expense Clause.

8.1. Should the services or any installment thereof not be delivered with the time or time specified in the contract documents, or if unsatisfactory service is provided in respect of the services or any part thereof, the BUYER shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages (LD) as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

8.2. Should the services or any installment thereof not perform in accordance with the specifications / parameters provided by the Seller during the check proof tests to be one in the BUYER'S country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

8.3. In case of a material breach that was not remedied within 45 days, the Buyer shall, having given the right of first refusal to the Seller, be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

8.3.1. Such default.

8.3.2. In the event of the Contract being terminated, either wholly or to the extent of such default, the balance of the stores remaining to be delivered thereunder.

8.4. Any excess of the purchase price, value of any services procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Seller. Such recoveries shall not exceed 50% of the value of the contract.

8.5. The manner and method of such procurement from other source shall be at the discretion of the Buyer, and it shall not be necessary for the Buyer to notify the Seller of such procurement.

9. **Force Majeure Clause.**

9.1. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods/ stores under the provisions of the present Contract), if the non-performance results from such Force Majeure circumstances as flood, fire, earthquake and other acts of God as well as war, military operations, blockade, or any other circumstances beyond the control of the parties, that have arisen after the conclusion of the present Contract.

9.2. In such circumstances, the time stipulated for the performance of an obligation under the present Contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

9.3. The party for which it becomes impossible to meet obligations under this Contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (ten) days from the moment of their beginning.

9.4. Certificate of a Chamber of Commerce/ Commerce and Industry or other competent authority or organisation of the respective country shall be sufficient proof of commencement and cessation of the above circumstances.

9.5. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the Contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement/ Contract for the goods/ stores received.

10. **Annual Maintenance Contract (AMC) Clause.** The following AMC clause will form part of the Contract placed on successful Bidder:-

10.1. The Repair and Maintenance of IPMPLS Naval Communication Network will be catered through AMC for **three** years post signing of the contract. The AMC would include requisite periodic maintenance, defect rectification, calibration & certification, obsolescence management, spares, tools, consumables, technical expertise, manpower, etc., as applicable. Requirement and scope of AMC/ CMC are elaborated at **Appendix H**.

10.2. **Response Time.** The response time of the Seller has been covered under the Service Level Agreement covered in Part II of this RFP

10.3. **Technical Documentation.** All necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and software of the equipment will be provided.

10.4. During the AMC period, the Seller shall carry out all necessary servicing/ repairs to the equipment/ system under AMC at the current location of the equipment/ system. Prior permission of the Buyer would be required in case certain components/ subsystems are to be shifted out of location. On such occasions, before taking over the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item/s being taken.

10.5. The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of **One** months. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the Contract, if any payment is due to the Seller for maintenance services already performed in terms of the Contract, the same would be paid to it as per the Contract terms. In case total payments, including advance payment, if any, made to the Seller are more than the payments due for the services performed by the Seller, the difference in amount shall be returned by the Seller to the Buyer, through demand draft drawn on any Indian Public or Private Scheduled Commercial Bank, in favour of the **The Deputy Controller of Defence Accounts (Navy), Project Sea Bird, West Block-V, RK Puram, New Delhi – 110066.**

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria.** Broad guidelines for evaluation of the Bids will be as follows:-

1.1. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

1.2. The Technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

1.3. The Lowest Bid will be decided on the basis of the lowest price quoted by the particular Bidder as per the Price Bid Format given at Paragraph 2 below. The consideration of taxes and duties in evaluation process will be as follows:-

1.3.1. L1 bidder will be determined on all elements of costs including taxes and duties, etc., quoted by the Bidders.

1.4. In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC Selling rate of the State Bank of India (SBI) on the last date for submission of the Price Bids. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of the price.

1.5. The Buyer reserves the right to evaluate the offers received by using the Discounted Cash Flow method at a discounting rate as per overnight MCLR of SBI on the last date of submission of the Price Bids. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC Selling rate of the SBI on the last date for submission of the Price Bids.

1.6. The Lowest Acceptable Bid will be considered further for placement of the Contract/ Supply Order after complete clarification/s and undertaking price negotiations, as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to undertake Apportionment of Quantity, if the Lowest Bidder is not in a position to supply full quantity within the stipulated time.

1.7. **Purchase Preference Evaluation.** As per policies of the Government from time to time, the Procuring Entity will accord purchase preferences as per PPP-MII Order, 2024 and MSE Policy, 2012, updated till the date of issue of RFP.

1.8. Any other criteria as applicable to suit a particular case.

2. **Price Bid Format.** The Price Bid Format for commercial bid is placed at Appendix 'J'.

Appendix 'A'
(Refers to Para 1, Part II)

HARDWARE COMPONENTS

Ser.	Product Type	Make	Model	Qty
1.	Type 1 router	CISCO	ASR 9010	22
2.	Type 2 router	CISCO	ASR 9010	172
3.	Type 3 router	CISCO	ASR 9010	48
4.	Type 4 router	CISCO	ASR 9006	286
5.	Type 5 router	CISCO	ASR 9006	5
6.	Type 6 router	CISCO	ASR 9010	5
7.	EMS Server (HW)	CISCO	UCS-C220	4
8.	Access Switch	TEJAS	TJ1400P-M3	2200
9.	Regional Metro DWDM System	TEJAS	TJ1600	7
10.	Regional Metro DWDM System (HUB)	TEJAS	TJ1600	14
11.	Regional Metro DWDM System (Spoke)	TEJAS	TJ1600	70
12.	DC Core Switch	Cisco	Nexus 9000	33
13.	DC Aggregation Switch	Cisco	Nexus 9000	33
14.	DC Access Switch	Cisco	Nexus 9000	92
15.	Network Modeling Software-- Server (HW) (WAE Hardware)	CISCO	UCS-C220	1
16.	Type 2 router TST	CISCO	ASR 9010	10
17.	Access Switch TST	TEJAS	TJ1400P-M3	20
18.	Type 2 router Training Lab	CISCO	ASR 9010	2
19.	Access Switch Training Lab	TEJAS	TJ1400P-M3	2
20.	Regional Metro DWDM System (Spoke) Training Lab	TEJAS	TJ1600	2
21.	Type 2 router Testing Lab	CISCO	ASR 9010	4
22.	Access Switch Testing Lab	TEJAS	TJ1400P-M3	20
23.	Regional Metro DWDM System (Spoke) Testing Lab	TEJAS	TJ1600	8
24.	Recording Solution	CISCO	CMS Recording	4
25.	Management & Scheduling Software	CISCO	TMS	1
26.	MCU	CISCO	CMS 2000	6
27.	Gatekeeper and MCU resource management	CISCO	Conductor	2
28.	HD VC in Auditoriums	CISCO	SX80	14

Ser.	Product Type	Make	Model	Qty
29.	Telepresence – Type 2	CISCO	IX5000	30
30.	Video IP Phone	CISCO	CP-8865	5000
31.	IP Phone	CISCO	UC-7841	10000
32.	Operator Console	CISCO	UC-8861	100
33.	Voice Solutions	CISCO	CUCM	1
34.	Analog Gateway	CISCO	VG350	157
35.	Voice Solutions	CISCO	BE7000M	24
36.	CNR GATEWAY	CISCO	ISR4331-V/K9	16
37.	Satellite Connectivity	Hughes	HUGHES	1
38.	Satellite Connectivity-ind	Hughes	HUGHES	1
39.	Redundant Ku-Band LNB Unit (1:1)	Norsat	1000HE Series	11
40.	Redundant C-Band LNB Unit (1:1)	Norsat	3120	9
41.	Hub Network Accelerator (1:1)	Hughes	CX3070	2
42.	Remote Network Accelerator (1:1)	Hughes	Hermes	18
43.	VSAT Modem supporting Mesh (HX260)	Hughes	HX260	36
44.	DVB-S2 NOC Fully Redundant inclusive of Enterprise NMSS and Mesh Option	Hughes	HX-RED	2
45.	11.1m Ku-Band Hub Antenna 4 port feed, Single Run Waveguide, Servo interface, ACU, and Tracking receiver	General Dynamics	Antenna and Associated Equipment	1
46.	400 Watts TWTA with Ku-Band BUC (1:1)	CPI	T04UO	1
47.	IRD (Decoders)	Harmonics	Proview 8130	4
48.	11.1m C-Band Hub Antenna 4 port feed, Single Run Waveguide, Servo interface, ACU, and Tracking receiver	General Dynamics	Antenna and Associated Equipment	1
49.	750 Watts TWTA with C-Band BUC (1:1)	CPI	T07CO	1
50.	4.5m C-Band Static Antenna,	ASC Signals	Antenna and Associated Equipment	8
51.	100 watts C-Band (1:1) BUC	CPI	7710H	8

Ser.	Product Type	Make	Model	Qty
52.	1.2m Ku-Band Transportable Antenna	AVL	Antenna and Associated Equipment	10
53.	80 watts Ku-Band BUC (1:1)	CPI	4980	10
54.	MPEG-4 Encoder with IP out (1:1)	Harmonics	ELP-3102	10
55.	Vehicle Chassis	Ford	Endeavour	10
56.	TST Vehicle Spare without any modification	Ford	Endeavour	5
57.	TST Survivability Gateways	CISCO	ISR4451-X	20
DC				
58.	Type I Blade Server	CISCO	B200 M5	148
59.	Type II Blade Server	CISCO	B480 M5	138
60.	Type I Rack Server	CISCO	B240 M5	69
61.	Type II Rack Server	CISCO	B480 M5	36
62.	Server Chasis	CISCO	UCS 5108 AC2	67
63.	Fabric Interconnect	CISCO	UCS 6332 16 UP	60
64.	SAN Storage	Hitachi	VSP G1500 – 155 TB	08
65.	SAN Storage	Hitachi	VSP G1500 – 1226 TB	02
66.	SAN Storage	Hitachi	VSP G1500 – 55 TB	06
67.	SAN Storage	Hitachi	VSP G1500 – 110 TB	08
68.	SAN Storage	Hitachi	VSP G700 – 338 TB	02
69.	SAN Storage	Hitachi	VSP G350 – 50 TB	04
70.	SAN Storage	Hitachi	VSP G350 – 225 TB	02
71.	HNAS Device	Hitachi	4060	04
72.	MDS SAN Switch	CISCO	MDS 9710	22
73.	MDS SAN Switch	CISCO	MDS 9148S	30
74.	MDS SAN Switch	CISCO	MDS 9250i	30
75.	Desktops/ All in one Workstations	Dell/ Acer/ HP		500
76.	Multifunction Printers			100
77.	Server Load Balancer	Radware		36
78.	IPS Type 1	Radware	DefensePro 40420-NL-D-QZ	22
79.	IPS Type 2	Radware	DefensePro 12412-NL-D-OZ	36
80.	IPS Type 3	Radware	DefensePro 1016-NL-Q	136

Ser.	Product Type	Make	Model	Qty
SOC				
81.	Network Firewall Type 1	CISCO	FTD 9300	22
82.	Network Firewall Type 2	CISCO	FTD 4110	36
83.	Firepower Management Centre	CISCO	FMC 4500	04
84.	APT FireEye NX	Trellix FireEye	4500	12
85.	APT FireEye VX	Trellix FireEye	5500	24
86.	APT FireEye EX	Trellix FireEye	5500	12
87.	APT FireEye FX	Trellix FireEye	2500V	12
88.	APT FireEye CM	Trellix FireEye	9500	02
89.	APT FireEye FX	Trellix FireEye	6600	04
90.	DLP server and Gateway	Symantec	SMG 8380	07

Appendix 'B'
(Refers to Para 1, Part II)

SOFTWARE COMPONENTS

Ser	Name of the Application	No of licenses	Remarks
NOC			
1.	TrueSight Operations Management - Base License	01(B&R)	
2.	TrueSight Server Analyzer	1000(B&R)	
3.	TrueSight App & DB Analyzer	1000(B&R)	
4.	TrueSight App Visibility Manager	200(B&R)	
5.	TrueSight Event Manager	1000(B&R)	
6.	TrueSight Impact Manager	200(B&R)	
7.	Sentry for TrueSight Operations Management - Base License	1 (B&R)	
8.	Sentry Hardware Analyzer for TrueSight Operations Management	1000 (B&R)	
9.	TrueSight Smart Reporting	1 (B&R)	
10.	Entuity for TrueSight Operations Management - Base License	1 (B&R)	
11.	Entuity Network Analyzer for TrueSight Operations Management	3000 (B&R)	Mbi and Vzg (1800 for Blue 1200 for Red)
12.	Entuity Network Analyzer for TrueSight Operations Management	3000 (B&R)	
13.	Entuity Flow Analyzer for TrueSight Operations Management	1 (B&R)	
14.	Entuity Integrator for TrueSight Operations Management	1 (B&R)	
15.	BladeLogic Automation Suite - Base License	1 (B&R)	
16.	BMC Server Automation - License Add-on	1000 (B&R)	
17.	BMC Network Automation - License Add-on	3000 (B&R)	
18.	BMC Atrium Orchestrator - Peer License Add-on	2 (B&R)	
19.	Remedy Service Desk - Concurrent User License - ESO	50 (B&R)	
20.	Remedy Service Optimization - Concurrent User License - ESO	20 (B&R)	
21.	Remedy Service Management Suite - User License - ESO	2 (B&R)	
22.	BMC Discovery for Data Centre – ESO	1000 (B&R)	
23.	BMC Digital Workplace Basic	37400	
24.	BMC Client Management	1 (B&R)	
25.	BMC Client Management Suite Nodes	40800 (B&R)	
26.	EPNM	01(support 500 appliances) (B&R)	

Ser	Name of the Application	No of licenses	Remarks
27.	DCNM	01(support 145 appliances) (B&R)	Upgrade to Nexus Dashboard
28.	TEJAS EMS	01(support 2000 appliances) (B&R)	License Upgrade
29.	UC Manager-11.x Essential User License	15072	License upgrade for 157 AGW
30.	UC Manager 11.x CUWL STD Users	15200 (B&R)	License Upgrade required
31.	UC Manager-12.x Enhanced Single User License	200	
32.	UC Manager-12.x Essential User License	200	
33.	Access to API	1	
34.	Access to order management	1	
35.	Access to prebuilt configuration template	1	
36.	Access to Self-Care portal	1	
37.	Active Call Bridge Node	6(B) 1(R)	
38.	Advanced Features	1	
39.	Assign Admin to Domain	2	
40.	CMS Recording & Streaming	77(B) 11(R)	
41.	CUCM clusters or CMEs	198(B) 2(R)	
42.	CUCM Export Restricted Authorization Key	1	
43.	CUM/VC or CUE	198(B) 2(R)	
44.	IM&P Servers	198(B) 2(R)	
45.	ISR 4331 UnifiedCommunication	1	
46.	ISR 4400 UnifiedCommunication	1	
47.	Lines, EMĀ, Ā Lines and RDP Lines	450000	
48.	Max Admin Login at a Time	300	
49.	Max End Points	15200	
50.	Max End Users/Admin	150050	
51.	Shared Multiparty	170(B) 30(R)	
52.	Speech Connect Port Licenses	10	
53.	Speech Connect Port Licenses (12.x)	2	
54.	UC Manager CUWL License	250	
55.	UC Manager Telepresence Room License	65(B) 66(R)	
56.	UC Manager Telepresence Room License (12.x)	95(B) 25(R)	
57.	Unity Connection Enhanced Messaging User Licenses	250	
58.	Unity Connection Enhanced Messaging User Licenses (12.x)	13000(B) 2200(R)	
59.	User ids in data base	200000	
DC			
60.	Content Delivery Network – M/s Nebularc		
61.	Microsoft Server 2019 Data Centre Edition		
62.	Microsoft Server 2022 Data Centre Edition		

Ser	Name of the Application	No of licenses	Remarks
63.	Microsoft Windows 11		
SOC			
64.	APT FireEye NX 4500	12	
65.	APT FireEye VX 5500	24	
66.	APT FireEye EX 5500	12	
67.	APT FireEye CM 9500	02	
68.	APT FireEye FX 6600	04	
69.	APT FireEye FX 2500V	12	
70.	Tenable.sc professional Licenses with Management Server	20000	
71.	Symantec Data Loss Prevention System	4000	
72.	Radware Absolute Vision	04	
73.	CISCO FTD 9100	22	
74.	CISCO FTD 4110	36	
75.	CISCO ASA 5545-X	136	

Appendix 'C'
(Refers to Para 1 of Part II)

Passive Infrastructure Components		
Ser	Description	Remarks
1.	Building Management & Monitoring	04 DCs+ 04 NLDCs+ 03 SDCs+ 01 DR site + 21 ER sites
	1.1. Temperature, Humidity and Environment Sensors	
	1.2. Precision Air Conditioning (PAC) monitoring interface	
	1.3. Manpower for 24/7 monitoring of Passive Infrastructure.	
	1.4. Diesel Generator (DG), UPS, Fire Systems and Electrical infrastructure integration via BMS	
2.	Fire Detection and Suppression Systems	
	2.1. Smoke Detectors	
	2.2. Heat Detectors	
	2.3. Multi-Sensors	
	2.4. Very Early Smoke Detection Apparatus (VESDA) system	
	2.5. Refill Gas Suppression (FM-200)	
	2.6. Manual Call Points and Abort Stations	
	2.7. Siemens Fire Alarm Control Panel	
	2.8. Fire Hose and Nozzle System	
3.	Power Supply and Electrical Distribution	
	3.1. Uninterruptible Power Supply (UPS) systems including battery banks as Data Center UPS (150 kVA/60 kVA per site), Redundancy as per tier-level design	
	3.2. LT Panels and Power Distribution Units (PDUs)	
	3.3. HT breakers and Isolation Panels	
	3.4. Electrical Cabling and structured wiring which includes Power feeders, earthing, panel cabling, cable trays and conduits.	
	3.5. Diesel Generator backups, Automatic Transfer Switch (ATS) panels.	
	3.6. Earthing system including copper rods, busbars and grounding infrastructure	
4.	Liquid Cooling Package (LCP) & Passive Cooling Distribution	
	4.1. Coolant distribution pipes, physical framework	
	4.2. Fixed Coolant connector joints & cable routing provisions	
	4.3. Leak containment trays and spillage protection assemblies.	

5.	Racks and Passive Network Infrastructure
5.1.	Server Racks (42U/45U) inclusive of Power strip, rack airflow control system (blanks, brush panels)
5.2.	Patch Panels, LIUs, structured cabling traceability and labelling framework
6.	Security, Access Control and Surveillance
6.1.	Biometric Access Control in ER Rooms, MDC and Main Gate
6.2.	Card Readers (SiPass/equivalent)
6.3.	Controllers for access systems
6.4.	Maintaining integrity of Rittal Shell
6.5.	CCTV Cameras inside DCs and Entry zones
7.	Public Address and Emergency Communication System
7.1.	PA System speakers
7.2.	Amplifiers and Control Unit
7.3.	Announcement Systems
7.4.	Emergency Broadcast Integration
8.	HVAC and Airflow Management (Passive Coverage)
8.1.	Airflow containment panels
8.2.	Perforated panels
8.3.	Hot/Cold aisle partition
9.	Rodent and Pest Protection Infrastructure
9.1.	Anti-rodent chemical barriers/repellents
9.2.	Sealed cable entry points and cabinet bases
10.	Illumination and Emergency Lighting
10.1.	DC precision-grade LED panel casings
10.2.	Emergency lighting mounts
11.	Other Passive Components
11.1.	Boom Barrier/ Access Gate Mechanism
11.2.	Documentation Racks/ Support Stands
11.3.	Shielding enclosures for sensitive cables
11.4.	Safety boards, fire bottle extinguishers

Appendix 'D'
(Refer Para 3, Part II)

COMPLIANCE MATRIX BY THE VENDOR

(It is mandatory to submit this compliance matrix, failing which the BUYER Reserves the right to reject the bids submitted)

Ser	Clause	Document to be provided by BIDDER	Yes/No
1.	Documentary proof of GST/CST Registration, TIN No or any other registration by any government organisation mandatory for executing the contract should be enclosed.	Self-attested documentary proof to be submitted by the BIDDER.	
2.	Bid Validity	Validity of Bid - 180 days from bid submission date	
3.	Acceptance of Standard Conditions of Contract as per DPM – 25	Undertaking for Standard Conditions of Contract as per DPM – 25 have been read and understood in all aspects and acceptable, and there is no objection to including the same in the Contract Agreement.	
4.	Part I – General information under Para I	Undertaking for acceptance to be submitted by the BIDDER for Two Bid System.	
5.	Service Level Agreement	Undertaking for acceptance to be Service Level Agreement. Please specify variations if any clearly in the technical bid.	
6.	Part III, Para 7	Undertaking for acceptance Confidentiality and Non-Disclosure Clause to be submitted by the BIDDER.	
7.	Manufacturer Authorisation Certificate	Copy of MAF certificates from all OEM for all components proposed as part of Bid submission to be provided by the BIDDER.	
8.	The vendor must give an undertaking that the implementation/ support would be undertaken only by registered employees of the firm.	Self- declaration signed by the Authorized Signatory of BIDDER to be submitted.	
9.	Prime BIDDER or its promoters or its sister concerns or its group companies should not be involved in any prosecution for financial fraud / irregularities or suppression of facts/	Self-declaration signed by the authorized signatory of BIDDER.	

Ser	Clause	Document to be provided by BIDDER	Yes/No
	incorrect reporting of IS review / audit findings.		
10.	Prime BIDDER is not involved in any legal case that may affect the solvency / existence of the firm or in any other way affect prime BIDDER's capability to provide / continue the services to Indian Navy. The company should not be a blacklisted company by any Govt. agency in India	Self-declaration signed by the authorized signatory of BIDDER	
11.	Confirm that the BIDDER qualifies as per Para 25 of Part I	Supporting Documents to be provided by BIDDER for each criteria.	
12.	Acceptance of EMD	EMD to be submitted / Supporting Documents to be provided by BIDDER, if exempted.	
13.	Malicious Code Certificate	To be provided by BIDDER and OEM as per Appendix J	
14.	Acceptance of all terms and conditions as per RFP	Undertaking to be given by BIDDER and OEM	
15.	Pre-Integrity Pact.	Undertaking to be provided by the BIDDER for Pre-Integrity Pact	

Appendix 'E'
(Refers to Paragraph 3 of Part III)

STANDARD ARBITRATION CLAUSE

CPSUs/ DPSUs

1. In the event of any dispute or difference between CPSUs/ DPSUs and Departments/ Organisations under MoD, relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred at the First level (tier), to a Committee comprising of Secretaries of the Administrative Ministries/ Departments to which the disputing parties belong and Secretary, Department of Legal Affairs. In case the two disputing parties belong to the same Ministry/ Department, the Committee may comprise of the Secretary of the Administrative Ministry/ Department concerned and Secretary, Department of Legal Affairs. Secretary, Department of Public Enterprises may be invited in case the dispute pertains to a CPSE. The resolution of such disputes shall be by unanimous decision of the Committee.

2. In case the dispute remains unresolved after consideration by the Committee, it will be referred at the Second level (tier), to the Cabinet Secretary, whose decision will be final and binding on all concerned.

3. The procedure in this regard, referred to as the Administrative Mechanism for Resolution of Commercial Disputes (AMRCD), is available in Department of Legal Affairs/

Appendix 'F'
(Refers to Para 15 of Part III)

FORMAT OF INTEGRITY PACT

General

1. This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 20....., between, on one hand, the President of India represented by (*name and designation of the officer*), (*name of organisation of the officer*), Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s represented by..... (*name and designation of the individual*), (hereinafter called the "BIDDER/ SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

2. WHEREAS the BUYER proposes to procure {*name of good(s)/ service(s)*} and the BIDDER/ SELLER is willing to offer/ has offered the stores and WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/ Department/ Organisation of the Government of India/ PSU performing its functions on behalf of the President of India.

Objectives

3. NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during, and subsequent to the currency of the contract to be entered into with a view to:-

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

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

Commitments of the BUYER

4. The BUYER commits itself to the following:-

4.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, shall demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER,

either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2 The BUYER shall during the pre-contract stage, treat all BIDDERS alike, and shall provide to all BIDDERS the same information and shall not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

4.3 All the officials of the BUYER shall report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

4.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

Commitments of the BIDDERS

5. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

15.1 The BIDDER shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

5.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

5.3 The BIDDER shall disclose the name and address of its agents and representatives and the Indian BIDDER shall disclose its foreign principals or associates.

5.4 The BIDDER shall disclose the payments to be made by it to agents/ brokers or any other intermediary, in connection with this bid/ contract.

5.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially, to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

5.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to, or intends to make, to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the bid/ contract and the details of services agreed upon for such payments.

5.7 The BIDDER shall not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

5.8 The BIDDER shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

5.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

5.10 The BIDDER commits to refrain from giving any complaint, directly or through any other manner, without supporting it with full and verifiable facts. Complaint, if any, shall be processed as per MoD Guidelines for Handling of Complaints in vogue. In case the complaint is found to be vexatious, frivolous or malicious in nature, it would be construed as a violation of the Integrity Pact.

5.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

5.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act 2013.

5.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Previous Transgression

6. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public

Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

7. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process, or the contract, if already awarded, can be terminated for such reason.

Sanctions for Violations

8. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), shall entitle the BUYER to take all or any one of the following actions, wherever required:-

8.1 To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

8.2 Forfeiture of any or all forms of security deposits/ bonds/ guarantees submitted by the BIDDER either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.

8.3 To immediately cancel the Contract, if already signed, without giving any compensation to the BIDDER.

8.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER, with interest thereon at 2% higher than the prevailing MCLR of State Bank of India, while in case of a BIDDER from a country other than India, with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

8.5 To encash the Advance Payment Bank Guarantee and Performance Bond/ Warranty Bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

8.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

8.7 To debar the BIDDER from participating in future bidding processes of the Ministry of Defence and/or Government of India as per the extant policy of MoD/ Gol.

8.8 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to debar the BIDDER from the bid process or rescind the contract without payment of any compensation to the BIDDER. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse

separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon the Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon the Government servant.

8.9 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

8.10 To recover all sums paid in violation of this Pact by the BIDDER to any middleman or agent or broker with a view to securing the Contract.

8.11 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

9. The BUYER shall also be entitled to take all or any of the actions mentioned at Sub- Paragraphs 8.1 to 8.11 of this Pact, on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

10. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and binding on the BIDDER. However, the BIDDER may approach the Independent Monitor(s) appointed for the purposes of this Pact.

Independent Monitors

11. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. The names and addresses of nominated Independent Monitors (at the time of issue of RFP) are as follows:-

- 11.1. **Shri Ranjan Kumar Ghose, IA&AS (1982) Retd**
Address – DX-145, Kendriya Vihar, Sector-56
Gurugram, Haryana – 122011
Email: ranjankghose@gmail.com,
Tel No: 0120-4669228, Mobile: 9810152001
- 11.2. **Shri Yogendra Tripathi, IAS (Karnataka 1985) (Retd)**
Address: Flat No 2802, 28th Floor, Tower B2, County 107,
Sector 107, Noida, UP-201301

Email: Yogendratipathi@yahoo.com
Mobile : 8527576222

12. A copy of all communications to Independent Monitors made by the BUYER and/or by the BIDDER(s) shall be sent to the Director (Vigilance). The designation and contact details of the Director (Vigilance) are as follows:-

Shri KK Mishra, Deputy Director Vigilance
MoD/ DoD, Room No 341A, D Wing Sena Bhawan
Email: DDVig-DoD@Gov.in
Tel No : 011-23793841

13. After the Integrity Pact is signed, the BUYER shall provide a copy thereof, along with a brief background of the case to the Independent Monitors, if required by them.
14. The BIDDER(s), if they deem it necessary, may furnish any information as relevant to their bids, to the Independent Monitors.
15. If any complaint with regard to violation of this Pact is received by the BUYER in a procurement case, the BUYER shall refer the complaint to the Independent Monitors for their comments/ enquiry.
16. If the Independent Monitors need to peruse the relevant records of the BUYER in connection with the complaint sent to them by the BUYER, the BUYER shall make arrangement for such perusal of records by the Independent Monitors.
17. Both the parties accept that the Independent Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
18. As soon as the Independent Monitor notice, or has reason to believe, a violation of this Pact, the Monitor shall so inform the Authority designated by the BUYER.
19. The BIDDER(s) accepts that the Independent Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER shall also grant the Independent Monitor, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Independent Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
20. The BUYER shall provide to the Independent 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 parties. The parties shall offer to the Independent Monitor the option to participate in such meetings.
21. The Independent Monitor shall submit a written report to the designated Authority of BUYER/ Secretary in the Department within eight to ten weeks from the date of reference or intimation to them by the BUYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations, for taking final decision/action.

Facilitation of Investigation

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

Law and Place of Jurisdiction

23. This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Other Legal Actions

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

Validity

25. The validity of this Integrity Pact shall be from date of its signing and extend up to three years or up to 60 days beyond the date of completion of all contractual obligations including warranty to the satisfaction of both, the BUYER and the BIDDER/SELLER, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

26. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties shall strive to come to an agreement with respect to their original intentions.

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

BUYER

Name of the Officer :

Designation :

Dept./ Ministry/ Org. :

Witnesses:-

1.

2.

BIDDER

(in the name and on behalf of the
company's Chief Executive Officer)

Name of the Individual :

Designation :

Name of the Firm :

Witnesses:-

1.

2.

Appendix 'G'
(Refers to Para 1 of Part IV)

FORMAT OF BANK GUARANTEE (BG)
GUARANTEE BOND

To,

The President of India, through

.....
(Complete postal address of the beneficiary)

1. In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt {hereinafter called 'the said Contractor(s)'} from the demand, under the terms and conditions of an Agreement dated made between and for (hereinafter called 'the said Agreement'), of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for ₹(Any other foreign currency, in case of foreign procurement contract) (Rupees/ Any other foreign currency, in case of foreign procurement contract Only), we, (indicate the name of the bank), (hereinafter called 'the Bank'), at the request of the said Contractor(s), do hereby undertake to pay to the Government an amount not exceeding ₹/ Any other foreign currency, in case of foreign procurement contract (Rupees Only) against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the bank), do hereby undertake to pay the amounts due and payable under this Guarantee, without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor(s) of any of the 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 ₹ (Rupees/ Any other foreign currency, in case of foreign procurement contract Only).

3. We undertake to pay to the Government any money so demanded, notwithstanding any dispute or disputes raised by the Contractor(s) in any lawsuit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment, so made by us under this bond, shall be a valid discharge of our liability for payment thereunder and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the bank), further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable until all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or

until Office/ Department/ Ministry of 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 this 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 the bank*), further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance/ warranty by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government 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 being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government 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.

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

7. We, (*indicate the name of the bank*), lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

8. Notwithstanding anything contained herein above:-

8.1. Our liability under this Guarantee shall not exceed ₹/ Any other foreign currency, in case of foreign procurement contract (Rupees/ Any other foreign currency, in case of foreign procurement contract Only).

8.2. This Bank Guarantee shall remain valid until (hereinafter the expiry date of this guarantee). The Bank Guarantee will cease to be valid after irrespective of whether the Original Guarantee is returned to us or not.

8.3. We are liable to pay guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand or a claim in writing on or before (*expiry date*).

Dated the day of (month and year)

Place:

Signed and delivered by (name of Bank).

Through its authorised signatory

(Signature with seal)

Appendix 'H'
(Refers to Para 10 of Part IV)

SCOPE OF WORK

1. **Scope of Work.** During the period of AMC, the BIDDER shall assist BUYER to: -

1.1 Diagnose the hardware and software faults. Preventive and corrective maintenance of all network, security and Satellite Communication Equipment.

1.2 Repair and replace the faulty hardware or part thereof through RMA which includes all hardware, software and passive components deployed across pan-Navy location.

1.3 Carry out the periodic preventive maintenance at least once in a quarter for all devices installed in Project IP MPLS wherever applicable as per the global standards and on BUYER's request.

1.3.1 Preventive maintenance of Automatic Fire Suppression systems installed at all Data Centres, Disaster Recovery (DR) Centre, SDCs and Equipment Rooms as per the global standards viz. NFPA 2001 etc.

1.3.2 Preventive maintenance of all other passive infrastructure installed in DCs, DRs, SDCs and ERs.

1.4 Provide full and time bound assistance in integrating the whole network, voice/ video and data with associated systems with any other systems as required by BUYER.

1.5 Get fully conversant of NCN Bill of Material, locations and equipment installed as part of Project IP MPLS Navy.

1.6 Complete upkeep and maintenance of Type 1 Infra (12 DCs) and Type 2 infrastructure (33 NCN Centres) provisioned as part of project IP-MPLS, placed at Appendix 'C'. Replace the faulty components of DC with the latest technology available.

1.7 Any changes, alterations and configurations required to be undertaken viz necessary network support towards onboarding of any type of hired media, NFS links to cater for Network expansion in a seamless manner would be covered under the scope of AMC.

1.8 The BIDDER shall prepare the schedule of planned preventive maintenance and shall submit the same to BUYER in advance. The preventive maintenance shall not affect the normal functioning of the system.

1.9 The BIDDER shall provide to BUYER all kinds of software upgrades and security patches free of cost as a part of the contract as well the maintenance of these upgrades. The BIDDER shall ensure that all covered components remain under valid OEM support coverage.

1.10 The BIDDER must submit the proposal that specifies the Technical Control Centre location and how the BIDDER proposes to carry out repair under AMC. The infrastructure planned to be created by the BIDDER to fulfil his obligations under AMC and his action plan to deal with the various situations arising out of hardware and software faults shall be clearly indicated.

1.11 The BIDDER shall be solely responsible for the maintenance, repair and up-gradation of the software, equipment and parts thereof and BUYER shall not be liable to interact with any partner/ collaborators or subcontractors of the BIDDER. The BIDDER shall be responsible for coordinating with the OEM for TAC support, RMA, firmware update, security advisories and bug fixes.

1.12 The BIDDER shall ensure that all defective equipment are to be upgraded to hardware of equivalent specification and having product support by OEM at least for the duration of AMC. The decision of selection of OEM and Product thereof for upgradation solely lies with the BUYER post undertaking POC.

1.13 In the event of any defective equipment which is End of support from the OEM during the above-mentioned period of AMC support in respect of any component or sub-system, BIDDER will be responsible to replace the unserviceable/ unsupported hardware and software with equivalent or better technical specifications hardware and software. **The BIDDER will also ensure availability of software updates and upgrades for the newly replaced hardware to ensure optimum availability of services linked with the replaced hardware as per specification of the contract without any financial cost to BUYER.**

1.14 The BIDDER shall be solely responsible for the maintenance, repair and up-gradation of the software, equipment and parts thereof (in the event of any component of the NCN going end of sale/obsolete) and BUYER shall not be liable to interact with any partner/ collaborators/OEMs or subcontractors of the BIDDER/ SUPPLIER. The onus of free upgradation or replenishment /tech refresh of the defective hardware or software with current and enhanced version of hardware or software (of better fit, form and function) shall lie solely with the BIDDER and will be covered under the scope of AMC. The decision of selection of OEM and Product for upgradation solely lies with the BUYER post undertaking POC.

1.15 While considering upgradation/ tech refresh of obsolete hardware/ software as part of AMC, the proposed system should be offered with a minimum of 50% expansion over the specification of present running system, in order to cater future expansion of network. Minimum 50% upgradation requirement shall apply to hardware capacity, system size, performance parameters, software licenses, network ports, storage, processing resources and all relevant components. The upgraded equipment will be selected by the BUYER post POC and ascertaining its interoperability with the existing/ dependent equipment.

1.16 In case the replacement equipment is BIS cleared for the refresh products and these are COTS items, then the MET trials can be dispensed with on submission of the BIS certificates. At no point of time during the 36 months AMC period shall any obsolete equipment of network/voice/video allowed to be used.

1.17 In case any equipment which goes defective during AMC does not have an equivalent upgrade in the industry or if the technology is phased out, then the BUYER shall propose equivalent or better product (for network/ security/ Voice- video) as close as possible in capability, capacity and seamless interoperability, but not lesser than the existing obsolete/ phased out technology for the tech refresh to the BUYER, and the BUYER shall take the decision in specified time frame and after the clearance from BUYER the tech refresh shall be executed by Seller as mutually decided. The decision of selection of OEM and Product for upgradation solely lies with the BUYER post undertaking POC.

1.18 The BIDDER shall maintain UPSs and replace the batteries of UPS installed at each NCN site including UPSs installed along with access switches at various Units, when required and maintain optimum availability of UPS backup for sites.

1.19 The BIDDER is to maintain, operate, update, upgrade, and replace (for defective) the existing Data wall along with its hardware and software components at Data Centre Mumbai and Vizag.

1.20 PCs, laptops, printers and ICT devices provisioned within the NCN Data Centres and NCN Centres across main land and Island locations of India, are too maintained under AMC by the BIDDER. No storage devices/ SSD/ HDD will be permitted to be taken out of the Naval premises for repair/ replacement. Defective storage devices shall be refreshed with serviceable ones. Data to be erased from all networking devices (Routers, IPS, Printers etc.) prior to their hand over for repair/ replacement.

1.21 Maintenance and Replacement (on defect) of NCN HDVC Auditoriums VC setup across pan-Navy locations with the latest set up compatible with the existing cluster for all defective equipment during the duration of AMC will be undertaken by the BIDDER.

1.22 The supplier shall provision Two Vehicle at Delhi and one at Mumbai to facilitate on-field repairs by Network Administrators.

Appendix 'J'
(Refers to Para 2 of Part V)

1. **Commercial Bid Format** - The Price Bid Format is given below and BIDDER is required to fill this up correctly with full details:

1.1 Basic cost of AMC for Hardware/ Software/ Passive Elements/ SATCOM Network/Network Engineers/ Training :-

Ser	Item Description	Cost for three years
1.	Hardware and software support along with patch update, feature upgrade, bug fixes and security updates for Cisco ASR 9K Routers, Nexus Switches, MDS SAN switches, Firepower 9300 Firewall and Fabric Interconnect (6332 16 UP)	
2.	Cisco Voice & Video (Collab) licenses for VoIP and analog phones and support for existing hardware	
3.	Hardware and software support along with patch update, feature upgrade, bug fixes and security updates for Cisco UCS servers B200M5, B480M5, C240M5, C480M5 and Chassis 5108 AC2	
4.	Hardware and software support along with patch update, feature upgrade, bug fixes and security updates for Trellix APT X, EX and FX devices	
5.	Licenses, hardware and software support along with patch update, feature upgrade, bug fixes and security updates for UNMS solution including BMC, Everest and Truesight applications	
6.	SATCOM Component support including TSTs	
7.	Passive components of all green field and brown field sites of NCN including, DCs, NLDCs, SDCs, DR site, ER locations and equipment installed at access locations	
8.	Hiring of Technical Operation Partner along with manpower	
9.	Training on NCN infra twice a year at NOC/ SOC locations	
10.	Hardware and software support f along with patch update, feature upgrade, bug fixes and security updates for	
11.	AMC support of Hardware items as per Appendix A	
12.	AMC support of Software items as per Appendix B	
13.	Licenses, hardware and software support along with patch update, feature upgrade, bug fixes and security updates for Radware SLBs and Absolution Vision software	
14.	Application support for software components as per the list at Appendix B	

Ser	Item Description	Cost for three years
15.	Licenses, hardware and software support along with patch update, feature upgrade, bug fixes and security updates for Tejas L2 switches, L3 switches, DWDM and EMS	
16.	Licenses, and software support along with patch update, feature upgrade, bug fixes and security updates for Tenable.sc professional for 20000 IPs	
17.	Maintenance of TP systems, VC systems and HDVC systems installed pan-Navy	
18.	Licenses, and software support along with patch update, feature upgrade, bug fixes and security updates for Content Delivery Network	
19.	Upgradation of SIEM, SOAR and UEBA for 860GB/ Day with 120 days hot data retention and 3 years cold data retention along with log collectors in HA with data retention of 180 days at 200 locations	
20.	80 Rack Servers with 64 core (32 x 2) processors, 1 TB RAM, 7.68 TB nVMe drive with each processor having a clock speed of 2.8Ghz.	
21.	Upgradation of enterprise SAN Storage deployed across 12 locations with 11 Data Centre locations and 01 Disaster Recovery locations comprising of total 12 SAN storage boxes with all flash drives with 5.6 TB of usable capacity	
22.	Upgradation of 92 Network Intrusion Prevention System hardware appliances and software licenses for three years	
23.	Upgradation of Data Centre networking backbone service including Border Leaf and Spine switches at all Data Centre, Near Line data center, satellite data Centre and Disaster Recovery Site	

1.2 GST as applicable on the rates notified by the Government.

1.3 Any other Taxes / Duties / Overheads / Other Costs:

1.4 Grand Total (Inclusive of taxes):

Note:- Determination of L1 BIDDER, if applicable, will be done based on total basic prices (not including levies, taxes and duties levied by Central/ State/ Local Government) of all items/ requirements as mentioned above.

2. Technical and Commercial bids are required to be submitted separately.

Signature of BIDDER
(Stamp)

Appendix 'K'
CERTIFICATE OF MALICIOUS CODE

(This certificate is to be rendered on company's letterhead)

1. This is to certify that the hardware and the software being offered as part of the contract does not contain any kind of malicious code that would activate procedures to:-

- (a) Inhibit the desired and the designed function of the application.
- (b) Cause any damage to the BUYER or his application during the operational exploitation of the application.
- (c) Tap information regarding network, network BUYERs and information stored on the network that is classified and / or relating to National Security, thereby contravening Official Secrets Act 1923.

2. There are no Trojans, Viruses, and Worms, Spywares or any malicious software on the system and in the software developed.

3. This firm is liable in case of physical damage, loss of information and those relating to copyright and Intellectual Property rights (IPRs), caused due to activation of any such malicious code in embedded / shipped software.

(Signed)

Date: -

Designation

Place: -

Name and address of firm

Company Seal

(Authorised Signatory)

Place:

Date:

ENCLOSURE TO NHQ/ DNSO E-MAIL
CM/3459/NCN DATED 2-Feb 26

MINUTES OF MEETING OF PRE-BID IP MPLS CAMC PROJECT

1. Clarification on queries from participating firms, emanating from the pre bid meeting are as tabulated below: -

TCIL		
Ser	Query	DNSO clarification
1.	TCIL being a central government PSU as per GEM is exempted from submission of EMD for tender participation. In this tender an EMD of Rs. 13.29 CR is asked for.	As per extent GeM policy
2.	In reference to part II clause number 2-'technical details' and part I clause no 6.1 and 6.2 – 'land border sharing' and 'make in India' clarification is sought for the following: a) In the event of existing imported equipment it needs to be replaced will the replacement be governed by the make in India clause. b) Similarly, if any indigenous equipment is required to be replaced can the same get replaced by foreign equipment provided that equipment is no longer available in the domestic market.	Yes, provide clearing Proof Of Concept (POC) of the product at buyer's premise, Make in India products may be considered.
3.	As per clause: 8.1 of part- II , prior explicit approval is required for subcontracting of any part of the contract to a system integrator. It is understood that bidder has to submit the sub-contractor details along with its qualification documents in the technical bid itself.	Yes, Bidder has to submit Sub-Contractor details along with the bid with all relevant documents proving his qualifying criteria as per RFP.

RAILTEL		
Ser	Query	DNSO clarification
1.	Part II , Page No. 30, Clause 8.5 – we request that the clause be revised as follows: The partner must have managed a cumulative base of at least 3000 network devices excluding endpoint in a single project in the last five years , covering activities such as : 8.5.1 : Daily monitoring 8.5.2 : Configuration updates and change implementation 8.5.3 : Incident handling and troubleshooting 8.5.4 : Device – level filled support 8.5.5 : Repair/replacement coordination	DNSO clarification As per RFP
2.	Part II , Page no 30, Clause 8.6 – We request that the clause be revised as follows : The partner must own/operate at least Technical Command Centre (NOC/SOC/Operations Centre) of government/defence/PSU/BFSI equipped with (self-declaration to be provided by technology operations partner)	As per RFP, documentary evidence of meeting criteria of “Technical Operation Partner” to be submitted along with the bid.
3.	Part IV, Scope of work Clause 1.2 and 1.6 – Repair and replace the faulty hardware or part there of through RMA which includes all hardware, software and passive components deployed across Navy locations. Replace the faulty components of DC (excluding of the existing faulty items) with latest technology available.	The list of the faulty items as on date will be shared physically with the bidders on required basis.
4.	Page No.9, Part I , Para 17 (Capability of bidder – support across 57 locations) – The bidder should have service support at all NCN Greenfield and brownfield sites OR submit undertaking for opening of service support after award of contract within 90 days.	Bidder is to set up service support within 90 days of award of contract. An undertaking is to be submitted for the same at the time of bid submission. Subsequently, post award of contract, bidder is to submit documentary within 90 days.

BEL			
SR	Query	Clarification sought	DNSO Clarification
1.	GEM tender Page 2/7, EMD & RFP Para 13 of part I page 6 – EMD	As per GEM General terms and conditions, the CPUs are exempted from submission of EMD. Please confirm. BEL is a DPSU under ministry of defence.	As per GeM extent policy
2.	RFP Para 7 of part II page 29- cooling off period/Transition –IN- period. A cooling off/ Transition- In Period of 45 days shall be provided to the BIDDER conduct a full Baseline audit, identify and document inherited defects caused due to the maintenance gap. The Bidder is to propose rectification timelines before commencement of SLA-bound AMC operations	It is requested to provide the complete details of health status of items installed to be covered under AMC, Obsolescence status of equipment and other defect or gaps in software support. Inherited defects are liability of Navy Pre-existing faults or defects due to mismanagement by the previous vendor at the time of start of AMC will not fall under Bidders liability. System faults resulting from unauthorized modification or negligence by third parties will not fall under Bidder's liability? Inherited effects to be liquidated with mutual consent due to non-serviceable nature of defects and items being BER. After joint survey list of non-serviceable /BER items will be prepared for way ahead as mutually decided for making items serviceable before commencement of SLA bound operations.	The list of the faulty items as on date will be shared physically with the bidders on required basis.
3.	RFP Para 1.6 of part V(Peg 44)- The Buyer will have the right to award contracts to different bidders for being lowest in particular items. The Buyer also reserves the right to undertake Apportionment Of Quantity, if the Lowest Bid is not in a position of supply full quantity within the stipulated time.	As per GEM tender (Refer page 2/7), L1 bidder to be evaluated based on total order value, kindly confirm	L1 bidder will be evaluated based of total order value subject to qualifying the technical evaluation.
4.	RFP Para 1 of Part II(Page 14)- The Hardware components part of Naval Communication Network are placed at Appendix 'A' software component	It is requested that please provide the detailed specifications of each item for exploration of alternate solution in case of discontinued support from OEM/Obsolescence.	The additional detail for Hardware and Software for NCN is placed at Appendix 'C' and 'D'. Alternate OEM for Obsolescence item can be proposed by

	of the NCN are placed at Appendix 'B' and passive components are placed at Appendix 'C'		L1 bidder and would be decided post POC by the buyer.
5.	RFP Appendix "A" Hardware components Page 48- SI 75 & 76	Make and Model with specific quantities (if different OEM for same hardware) are not mentioned for line item at S NO 75& 76 .It is requested to provide the same.	The details of make and model is placed at Appendix 'C'
6.	RFP Appendix "B" Software components page 51- SI 60 to 63	Quantities /deployment details of s.no 60 to 63 of Appendix B are not mentioned. It requested to provide the same.	Upgrade, update and operations of CDN application/ servers for a duration of the contract will be required to be undertaken through the OEM. Further, ensuring availability of security patches, updates and feature improvements are required to be facilitated for the duration of the CAMC. Therefore, quantity of the same is not specified.
7.	RFP Para 2.2 Of part II page 14 – Alternate OEM Proposal in the event of Failure or refusal by OEM to provide MAF and / or such genuine and responsible AMC Spare prices within the stipulated time, bidder may be permitted to quote an alternate new product of equivalent or superior specifications subject to fully compatibility with existing systems and approval of buyer without any additional or operational disruption to the buyer.	We understand that Hitachi VSP G1500, G700, G350 has already been declared as end of support long back. Request you to provide the functional requirement such as performance, scalability, Type of drive NVMe cyber resiliency, etc. for SAN storage which shall be applicable to alternate OEMS. As existing OEM to proceed latest products.	The technical specifications is placed at Appendix 'B'
8.	RFP Appendix "A" Hardware components, Page 48- SI no 71 – HNAs 4060 – Qty 4	Please clarify: 1. Alternate OEM is acceptable for NAS/SAN Storage. 2. What is the capacity under each existing HNAs that we need to consider for SAN Storage	04 HNAs pairs are existing in the network. Further, NAS being offered should be of the same OEM as that of enterprise SAN in case alternate OEM proposal is being exercised.

9.	RFP para 21 Of Appendix J Commercial Bid format page 71- Up gradation of enterprise SAN deployed across 12 location with 11 data centre locations and 01 Disaster Recovery Locations comprising of total 12 SAN Storage boxes with all flash drives with 5.6 TB of usable capacity.	As per the detailed share in appendix a page no 48 and appendix j page 21 request you to clarify below point 1. Total usable capacity is calculated in appendix as is 6228 TB while the capacity mentioned in appendix j is 5.6 TB usable. Please clarify the exact existing capacity need to consider. 2. As per this clause, DNSO has 12 san storage boxes while as per appendix it shows 32 san storage boxes and 4 HNAS please clarify.	Capacity of VSP 350 at Page 48 - ser 69 is configured with HNAS headers. Total capacity is 6228 Tera byte (TB) split across 32 SAN boxes, which also includes HNAS configured on 04 boxes (VSP 350 – 50 TB capacity). During upgradation, the bidder is to propose minimum 50% additional capacity considering future expansion of the network. Detailed specifications of storage is placed at Appendix 'B' to this MoM.
10.	RFP Para 2(8) of part II page 14- UNMS	Please clarify in case of obsolescence w.r.t current UNMS, alternate OEM can be offered.	The bidder needs to maintain the presently installed software and applications provisioned by M/s BMC and M/s Everest while also ensuring upgrade of the same to the latest available version (either through Virtual Machines/ Containers) supported by the OEM within D + 180 days from the conclusion of the contract. Further, all existing features of both UNMS components supplied and installed by M/s BMC & M/s Everest should be optimised to enable efficient operations of the network. Details of present list of software, appliances and relevant licenses are appended at Appendix 'E' UNMS Components.
11.	RFP Para 2.12 of Part II page 16- patch Management	Maintenance support will be provided as per OEM support policy given existing hardware support the same.	Yes, as per the RFP.

12.	RFP Para 2.28.11.15 of Part II page 25	Updates /Upgrades will be provided as per OEM support policy given existing hardware support the same	Yes, as per the RFP.
13.	RFP Para 2.28.11.20 of Part II Page 26 –SLA	Bidder will be liable for delays caused by unresolved pre-existing faults and system failures resulting from legacy issues. Penalties for SLA breaches if and will apply only to issues arising after the system audit and successful handover of the system for the Navy. Bidder will not be held responsible for delays or not performed caused Legacy issues inherited from the previous vender.	Yes, during cooling off period (45 days from the award of the contract), the bidder is to assess the exiting faults and submits it to /N. SLAs will not be applicable to those faults, however, bidder is to get those faults rectified within 90 days of award of contract. Any fault arising after 45 days and within 45 days (cooling off period) after award of the contract, will be dealt as per the defined SLAs.
14.	RFP Para 8.2 of Part II Page 29 - Technical Operation Partner	The criterion of technical operation partner for supporting and managing at least one CAMC project of at least in 80cr annual value is too stringent, it is requested to relax the criterions as technical operation partner should have executed project of total value of at least in 80cr in b/s/central government PSU'	As per RFP
15.	RFP Para 8.6 of Part II on page 30- Technical Operation Partner		As per RFP. Any hardware, software, technical issue and manpower positioning is to be undertaken through Technical operation partner meeting the laid down SLAs as per extent RFP clauses. <i>A detailed joint methodology with the bidder and technical operation partner towards day to day operations and maintenance of the network is to be proposed along with the bid submission.</i> Post award of the contract, technical operation partner along with the bidder is to study the network and detailed operational methodology is to be submitted to the buyer for running the network and security operations in smooth manner. Further, on the date of submission of bid, the Technical Operations Partner quoted

			by the Bidder should be having a PO of at least one CAMC project of the value mentioned at para 8.2, Page 29 of the bid.
16.	RFP Para 1.9 Appendix 'H' Page 67- Scope of work.	Patch updates upgrade will be provide as per OEM support policy preceded existing hardware supports the same.	As per RFP.
17.	RFP Para 1.11 Appendix 'H' Page 68 Scope of work.	Patch updates upgrade will be provided as per OEM support policy preceded existing hardware supports the same.	As per RFP.
18.	Appendix 'C' Page 53- Passive infra components	It is requested to exclude following from scope of AMC (a) Liquid cooling package at sheet metal parts or plastic parts from scope of AMC. (b) Fire suppression system refilling of realise extinguisher gas (c) Racks and passive network Infra patch panels Luis and cable replacement (d) Chiller and paining plastic and sheet metal parts evaporator and condenser coils (e) Low side piping work pump pipes valves in case of corrosion cracks duet to water quality. (f) Fire detection system refilling of fire suppression agent transformers batteries plastic housings pining. Apart from above mentioned exclusions any failure due to external conditions such as power outage external damager force majeure will not be veer under AMC.	All are to be covered by the bidder as scope of the contract.
19.	Appendix "C" Page 53-Passive Infra components	Modular UPS system AC/DC capacitors fans to be placed in 5 years and batteries should be replaced in 3 years. Five years maintenance kit and battery	All batteries, capacitors and comprehensive maintenance of UPSs at NCN Green and Brown field sites is under the scope of the contract including

		replacement will not be covered under AMC. kindly inform	UPSs and batteries installed along with access switches.
20.	Para 2.1 of part II page-14- For CAMS of installed equipment. The OEM shall issue the Manufacturers' Authorisation form MAF and disclose genuine, reasonable and an discriminatory prices for AMC spare to all eligible bidders requesting the same, The OEM shall also submit an undertaking certifying that the prices communicated are true fair, genuine and transparent to all bidders.	OEMs of majority of Hardware/software deployed are MNCs and MNCs usually don't issue such certificate. Therefore it is not feasible to obtain such undertaking certificate from OEM hence it is requested to relax the requirement of such certificate from OEMs.	MAF is to be issued by OEM, and OEM is to communicate fair pricing to all bidders.
21.	Para 2.1 of part II page -14 - Support for configuration and integration of additional equipment and devices on board ships which is not scope of current Bill of Material is to be extended within scope of AMC without any additional cost..	The Scope of AMC is already defined in appendix A, B & C. Most of the critical equipment are already mentioned assumption of adding any adding component may increase the overall AMC cost exponentially hence kindly clarify if the support for only products mentioned in Appendix A and B and C is to be provided	Updated list is placed at Appendix 'C' and Appendix 'D' .
22.	Para 2.20 of part II Page-16 – The support should be provided under the back to back agreement with the OEM of the item for both hardware and software (OS) Professional services of OEM of Networking, voice and video is to be available	Since some of the devices and software may have reached last date support, OEM bidder may follow spare/hot spare approach for providing the AMC for 3 years. Also please clarify if professional services/ experts bidder resource with back to back TAC support can be provided.	As per scope of RFP.
23.	Para 2.24 of Part II page-21- The BIDDEER has to precision 300 support hours of M/S Microsoft every years to enable efficient management of backbone services of Red and Blue.	Considering 300 hours of support from OEM will have a considerable effect on the cost kindly reduce the support top 100 hours.	As per scope of RFP.

24.	Para 2.28 of part II page-22- If fault is of critical nature and upon requested by BUYER, on- perm OEM TAC support is to be provisioned by the BIDDER to meet SLAs. BIDDER must also setup one Technical support Centre each at NOC/SOC (Mumbai) and Centre NOC/SOC (DELHI). Bidder will be responsible for setup of office infrastructure at each NOC for BIDDER & OEM team.	OEM TAC support is available 24*7*365, also setting up on premise OEM TAC would be difficult since it involves cost of arranging different specialised resources. Kindly relax this clauses so that in case of and catastrophic event outage bidder can work with respective OEM support team for a faster resolution.	OEM TAC support should be available with the bidder, and any defect which requires involvement of OEM TAC support, the bidder is to provision the OEM TAC support at the premise of buyer while meeting defined SLAs, as in case of air-gapped network, remote support is not feasible.
25.	Para 12 of part II page- 30- The bidder has to propose minimum two solutions, each from different OEM against system/item tabulated above for up gradation . Bidder submitting only one OEM solutions against any of the above item up gradation will not be considered during technical evaluating phase.	It may be difficult to propose two solutions from different OEM for obsolete items. Hence it is requested to accept minimum one alternate OEM proposal by bidder. Some of the existing hardware and software; may have reached their end of support. Therefore, please advice if the OEM can cannibalise hardware from obsolete equipment to help maintain the overall SLA and AMC for the network .The replacement products would meet or exceed the hardware and software capacity requirements of the current inventory.	Minimum one solution may be proposed other than the existing one which is installed in the network. Cannibalisation may be applicable only in case of Telepresence IX 5000 and SX 80 video conferencing solutions where minimum 15% equipment is to be replaced and remaining may be cannibalised. Rest everywhere, the item which is getting defective and is declared obsolete/ End of Support by the OEM, is to be replaced by the bidder in a phased manner.
26.	SI no 81 & 82 of Appendix –A – Type 2 and Type 3 Firewall	Since hardware and software for the type 3 ASA firewalls had already reached end of support kindly allow the bidder to run IPS on Type 1 and 2 firewalls which are already deployed and which would help in reducing the hardware footprint in the network and would also help the bidder and OEM to better manage the hardware obsolescence.	The bidder is to replace obsolete Type II firewalls in case of EoS/EoL declared by OEM. Support for operations & maintenance of Type 3 ASA firewalls is to be provisioned by the Bidder. In case the same is rendered defective, an alternative for the

			same be proposed by the Bidder at no extra cost to the Buyer in the duration of the Contract. The same will be accepted post on premise POC by the Buyer.
27.	General	Kindly provide the serial no the equipment's for which the AMC would be required to map with the device serial no form an OEM. This would also help in analysing the accurate hardware which is being used in network.	Will be shared with the L1 bidder.

BSNL			
Ser	Clause	Query	DNSO Clarification
1.	Part-I, 2.1.4.5 (Pg 4/72) – End of Life (EOL) and end of Support (EOS) handling plan for OEM	Please provide EOL and EOS status of all Hardware and Software given in the BOQ (Appendix A, B and C)	Available in the open domain.
2.	Part-I, 16.2 (Pg 8/72) – Make in India Status	As this is an AMC tender and all equipment pre-existed, hence please clarify how Make in India status will be applicable on existing equipment or in this tender?	Further, upgrade/ repair/ replacement/ spares of equipment under AMC will be in line with interoperability with the existing system and as per extent policies for Make in India compliance.
3.	Part-I, 17.1 – The respective bidder should have minimum 3 years of experience in Operations and Maintenance of enterprise network in government/ PSU/ State Government with a minimum annual AMC charges of Rs 80 Cr including VSAT gateway and terminals.	Is the AMC charge of 80 crore applicable to a signal project, or is it cumulative across multiple projects? It is suggested to make it cumulative across more than one project.	As per RFP, it should be a single project.
4.	Part-I, 17.5 (Pg 11/72) – Bidder must have a full-fledged own/ collaborative service and support centre or NCN equipment	We understand that bidder has to submit an undertaking in this regard that bidder will have a full-fledged own/ collaborative service and support Centre for NCN equipment. Please clarify.	Yes
5.	Part-I, 17.8 (Pg 11/72) – Technical bid shall not be accepted without joint undertaking with the OEMs	As bidder is submitting MAF given by OEM mentioning the tender reference, hence the requirement of the joint undertaking may be deleted.	MAF will be considered.
6.	Part-I, 19.1 (Pg 12/72) – Applicability to Make in India	Kindly confirm the applicability of Make in India for this RFP for AMC of already deployed network?	Further, upgrade/ repair/ replacement/ spares of equipment under AMC will be in line with interoperability with the existing system and as per extent policies for Make in India compliance.
7.	Part-II, 2.1 (Pg 14/72) – For CAMC of installed equipment, the OEM shall issue the MAF and disclose genuine, reasonable and non-discriminatory prices for AMC spared to all	Please confirm whether a bid remains compliant if the OEM has not furnished an undertaking certifying that the	MAF is to be issued by OEM, and OEM is to communicate fair pricing to all bidders.

	eligible bidders requesting the same. The OEM shall also submit an undertaking certificate that the prices communicated are true, fair and genuine and transparent to all bidders	prices communicated are true, fair, genuine and transparent to all bidders.	
8.	Part-II, 2.20 (Pg 16/72) – Professional services of OEM iro networking, voice and video is to be available.	Professional services of OEM or OEM authorised vendor iro Networking, Voice and Video is to be available.	Yes, as per RFP
9.	Part-II, 2.23.1 (Pg 21/72) – Manpower for NOC/ SOC/ Data Centre	Kindly clarify whether the total manpower required is 257 or 505, taking into account the manpower for Blue and Red NOC/SOC/DC to be deployed in three shifts.	Total manpower required is 257.
10.	Part-II, 2.28.11.23 (Pg 26/72) – Any fault causing more than 10% and less than 5% of the users	Any fault causing more than 10% and less than 5% of the users	<i>It is a clerical error. The correct statement about severity level 'Normal' in Part-II of RFP at para 2.28.11.23 is – Any fault causing/affecting more than 5% and less than 10% users of a site shall be treated as normal faults (1C).</i>
11.	Part-II, 2.28.11.29 (Pg 27/72) – as specified in Para 7(a) above	Please mention the correct para of the RFP	<i>In Part-II of RFP at para 2.28.11.29 For – This penalty is in addition to the penalty as specified in para 7(a) above.</i>
12.	Part-II, 7 (Pg 29/72)	We understand that Indian navy will pay for fault rectification of any faulty items discovered during full base audit as per clause no 7. Please confirm.	<i>Read - This penalty is in addition to the penalty as specified in para 2.28.11.27 above.</i> It is covered in the scope of contract. No additional payment will be made by the buyer.
13.	Part-II, 8 (Pg 29/72) – Mentioned vide para 16	Relevant Para 16 is not available in the RFP. This may be corrected as para 2.23.1	<i>For – para 16; Read – para 2.23 As per RFP</i>

14.	Part-II, 8.1 (Pg 29/72)	BSNL intends to engage a backend system Integrator in addition to the Technical Operations Partner after taking approval from Indian Navy for both partners, Kindly clarify whether such subcontracting is permitted.	As per RFP.
15.	Part-II, 8.2 (Pg 29/72) – The partner must be supporting and managing at least one CAMC project of at least Rs. 80 Cr annual value in BFSI/ Central Government/ PSU	As the scope of work pertains to the Annual Maintenance Contract (AMC) of the WAN infrastructure of the Naval Communication Network. Hence, the clause shall be amended as "The partner should have experience of managing or successfully completing cumulative multiple WAN projects comprising supply, installation, testing, and commissioning(SITC), along with CAMC, having a minimum annual project value of 80 crore in Central Government, State Government, or PSU organisations."	As per RFP.
16.	Part-II, 8.3 (Pg 30/72) – The partner should be ISO 90001, ISO 27001 and CMMI Level 5 certified	The requirement for CMMI Level 5 certification may be deleted, since the scope of this AMC project does not involve any software development work	As per RFP as CMMI is applicable for management and operations as well. For – ISO 90001; Read – ISO 9001
17.	Part-II, 8.4 (Pg 30/72) – a single project which includes ITSM and UNMS software solutions	...a single project which includes ITSM and/ or UNMS software solutions...	As per RFP
18.	Part-II, 8.6.1 (Pg 30/72)	As per our understanding, bidder shall give an undertaking for clauses 8.6.1 to 8.6.3. Please confirm.	Documentary evidence are to be submitted along with undertaking.
19.	Part-II, 12.1 (Pg 30/72) – each from different OEM against system/ item tabulated above	Which system/item are referred here? Please clarify	Minimum one solution may be proposed other than the existing one which is installed in the network.

20.	Appendix C, 1.4 and 3.1 (Pg 53/72)	Please specify capacities of electrical equipment mentioned in clause 1.4. Further, what is deployed time period in months of current batteries in clause 1.4 and 3.1?	Will be shared with the L1 bidder view security of SCADA systems.
21.	Appendix H, 1.17 (Pg 69/72)	As per our understanding, Indian Navy will pay for any tech refresh approved by Indian Navy. Please confirm.	The extant case pertains to AMC of the equipment fitted in the Naval Communication Network. All terms as per the RFP.
22.	Appendix J, (Pg 70 & 71)	As per our understanding, If a bidder is submitting an alternate OEM proposal for a particular item, then bidder shall quote price of the alternate OEM only. Please confirm if this understanding is correct. And modify price bid format for alternate OEM HQ/ SW	Quote the price of line item being proposed from the alternate OEM inclusive of the total bid price. In lieu of the AMC price of the equipment for which alternate OEM was quoted.
23.	Appendix J, 10 (Pg 70/72) – Hardware and software support along with patch update, feature upgrade, bug fixes and security updates for	Nothing is mentioned after for. Hence, please elaborate the requirements	For hardware and software at Appendix 'A' and 'B' of RFP.
24.	Appendix J, 17 (Pg 71/72) – Maintenance of TP systems, VC systems and HDVC systems installed pan-Navy	Please share the detailed specification and BOM of TP systems, VC system and HDVC system installed pan-Navy	For hardware and software at Appendix 'A' and 'B' of RFP. Additional details of TP systems would be shared with the L1 Bidder.
25.	Appendix J, 19 (Pg 71/72) - Upgradation SIEM, SOAR, UEBA for 860 GB/ Day with 120 days hot data retention and 3 year cold data retention along with log collectors in HA with data retention of 180 days at 200 locations	Technical specification required for up-gradation. Kindly mention the EPS details.	Ensure patch and update of the existing SIEM installed in the NCN.
26.	Appendix J, 20 (Pg 71/72) – 80 Rack servers with 64 core (32*2) processors, 1 TB RAM, 7.68 TB nVMe drive with each processor having clock speed of 2.8 GHz	No. of port and interface for connectivity is required	Technical specifications is placed at Appendix 'A'.

27.	Appendix J, 21 (Pg 71/72) – Upgradation of enterprise SAN storage deployed across 12 locations with 11 Data Centre locations and 01 Disaster Recovery locations comprising of total 12 SAN storage boxes with all flash drives with 5.6 TB of usable capacity	Please clarify the existing capacity of SAN storage and how much % storage needs up gradation?	Total capacity is 6228 Tera byte (PB) split across 32 SAN boxes, which also includes HNAS configured on 04 boxes (VSP 350 – 50 TB capacity). During upgradation, the bidder is to propose minimum 50% additional capacity considering future expansion of the network. Detailed specifications of storage is placed at Appendix 'B' to this MoM.
28.	Appendix J, 22 (Pg 71/72) – Upgradation of 92 Network Intrusion Prevention system hardware appliances and software licences for three years	Specification and no of quantity required. Please share the detail specifications along with OEM make and model	For – Upgradation of 92 Network Intrusion Prevention System hardware appliances and software licences for three years Read – Update of security and software patches for 92x2(184) Network Intrusion prevention system hardware appliances and software licences for three years
29.	Appendix J, 23 (Pg 71/72) – Upgradation of Data Centre networking backbone service including Border Leaf and Spine switches at all Data Centre, Near Line Data Centre, Satellite Data Centre and Disaster Recovery Site	Please share the detailed BoQ quantity, tech details, along with OEM make and model	For – Upgradation of Data Centre networking backbone service including Border Leaf and Spine switches at all Data Centre, Near Line Data Centre, Satellite Data Centre and Disaster Recovery Site Update of software and security patches of Data Centre Read – Update of software and security patches of Data Centre networking backbone service including Border Leaf and Spine switches at all Data Centre, Near Line Data Centre, Satellite Data Centre and Disaster Recovery Site Update of software and security patches of Data Centre

APPENDIX 'A'
TECHNICAL SPECIFICATION FOR SERVERS

Ser	Components	Specifications	Compliance(Yes/No)
1.	Chassis	1U/ 2U Rack Mountable	
2.	CPU	2XIntel Xeon Gold 6548N 2.8G, 32C/64T, 20GT/s, 60M Cache, Turbo, HT (250W) DDR5-5200	
3.	Chipset	Intel® C741 Chipset	
4.	Memory	32 DIMM slots, 1024GB RDIMM, 5600MT/s, Memory Scalable upto 8.0 TB using DDR5 Registered DIMM (RDIMM) operating at 5600 MT/s	
5.	Bus slots	Server should support upto total of 2 PCI-Express slots with ability to support a mix of x16 Gen4 and Gen5 slots	
6.	Storage	2 x 960GB Boot drive on RAID 1, 2*7.68TB Data Center NVMe Read Intensive AG Drive U2 with Carrier	
7.	HDD Bays	Upto 8 drive bays	
8.	Controller	Embedded PCIe based RAID controller with 4/8GB supporting RAID 0, 1, 5, 6, 10, 50, 60 configuration	
9.	Networking Features	1x Dual 10G / 25G port, Dedicated Ethernet ports for Management, Dual Port HBA Card, 4x10G FC SFP port, 2x40G QSFP port	
10.	Interfaces	2 x USB, 1 x VGA	
11.	Power Supply	Dual, Redundant(N+N), Hot-Plug Power, Hot-swappable power supply	
12.	Fans	High Performance Fans, Hot-swappable power fans	
13.	System Management and System security	Firmware Updates should be Cryptographically signed by Server OEM and download of update packages and firmware from Server OEM Web Portal, should be free from any warranty/service contract obligations	
		Server to support: FIPS 140-2,	

Ser	Components	Specifications	Compliance(Yes/No)
		TPM v2.0.	
		NIST SP 800-193 ("Platform Firmware Resiliency").	
		NIST SP800-160 ("Developing Cyber-Resilient Systems")	
		Server should have native Server Management capability. Its MAC Address should be from the OUI registered for the Server OEM. Management Adaptor installed on Motherboard should be accessible through SSL Encrypted Dedicated Gigabit Ethernet port separate from LOM and NIC Ports to provide Local and Remote Management.	
		Server Management should support Automatic Certificate Enrolment and Renewal through Simple Certificate Enrolment Protocol (SCEP)	
		Server Management should support IP Filtering to limit the IP address ranges of the clients accessing the Management User Interface and support IP blocking to dynamically determine when excessive login failures occur from an IP address and block or prevent the IP address from logging into the Server Management for a preselected time span	
		Server Management should be able to verify BIOS integrity and authenticity from malicious firmware and support recovery to an authenticated, trusted BIOS image. (either due to a malicious attack, or due to a power loss during the update process, or due to any other unforeseen event).	
		Server Management shall provide dual Immutable Silicon Root of Trust to verify the integrity of BIOS and the Server Management Firmware Image while booting to trusted OOB Management Platform and Secure OS respectively	

Ser	Components	Specifications	Compliance(Yes/No)
		Server Management shall provide system lock down ability to be enabled for server to prevent malicious attacks against embedded firmware and configuration drift in data center. It should be enabled or disabled without need to reboot the server.	
		Server shall provide Chassis Intrusion detection even when no power is available and shall allow USB Port Access Management.	
		Server should provide single console capable to manage all proposed servers for the overall health and management	
		Server Admin should be able to create BIOS firmware Server Management configuration and other server components baselines to be assigned to a server or group of servers for compliance monitoring and enable automated updates on schedule	
		The Server should facilitate Site Level Management through Repository Manager to automate the monitoring, notifications and downloads of updates for custom catalogues and repositories	
		Server should support Automated discovery, Zero-touch configuration to remotely deploy baseline server configuration profile for hardware configuration and Operating System deployment to multiple servers.	
		Server Management should support monitoring of metrics including CPU, GPU, SFP, 10, power, thermals storage, networking, memory and more for advanced analytics and various other use cases which includes but not limited to Health Logs	

Ser	Components	Specifications	Compliance(Yes/No)
		Server Management should support agent-free health monitoring and predictive failures alerts for Fans, PSUs, Memory, CPU, RAID, NIC, Direct attach storage enclosures, SSD wear levels (including drive Smart Alerts), GPU and SFP Optical I/O Server Management should support automatic backup system configuration settings (BIOS, NIC) in case the motherboard needs to be replaced. Server Management Solution should allow the Indian Navy Admin to create multiple Custom reports as well as Built-in reports for various metrics at a time for different hardware component monitoring and troubleshooting and enable custom actions based on alert policies. Server Management Solution should offer both role-based access control and scope based access control to restrict device management Admin access to a subset of server group. Server Management should provide detailed thermal management including Power Capping, Real Time power usage graphing, Historical Power Counters and Temperature Monitoring. Browser based graphical remote console should support Remote Power Control, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder. Server should support System Erase to erase sensitive data and settings from the server. It should wipe all data and settings of Server Management, BIOS, storage devices, and server non-volatile stores such as caches and logs so that no confidential information unintentionally leaks.	

Ser	Components	Specifications	Compliance(Yes/No)
		Manufactured with Quality standards ISO 9001:2015, Environmental standards ISO 14001:2015 or better, Health and Safety standards 45001:2018 or better. Compliance to Safety of IT Equipment: IEC 62368 or better	
		OEM installation and knowledge transfer on operational aspect of hardware/software to be undertaken for the Indian Navy	
14.	Operating System and virtualization software	Bare metal with capability to load both Windows/ Linux OS along with support for all hypervisors	
15.	Embedded Remote Management and firmware security	Embedded Server Management tools as per OEM offerings	
16.	Installation	OEM installation and knowledge transfer on operational aspect of hardware/software to be undertaken for the Indian Navy.	
17.	Warranty	The entire solution must be offered with 3 Years comprehensive Onsite support Hard disk Media Retention. The bidder must have back to back support agreement with OEM.	
18.	Rack Kit	Rack mounting kit	

APPENDIX 'B'
TECHNICAL SPECIFICATIONS FOR STORAGE

S.no	Type	Features
1	Storage Architecture	1. Offered storage shall be enterprise class storage with All Flash-NVMe based storage with No Single Point of failure architecture. 2. Offered Storage array shall be offered with - - Min. 2 active - active controllers at each DC Site, scalable to 4 - Min. 2 active - active controllers at each NLDCs, SDCs & ER Site, scalable to 4 - Min. 8 active - active controllers at each DR Site
2	Capacity & Performance.	1. Offered Storage array shall be supplied minimum 9342TB with usable Capacity and minimum effective capacity of 15,000TB split as per as per Annexure A Post Raid 6 (without considering compression and deduplication) using NVMe drives. 2. The system should be configured to cater - - Min. 10Lacs IOPS each each at DC site. - Min. 4Lac IOPS each each at NLDCs, SDCs & ER site. - Min. 10Lacs IOPS each each at DR site - Above IOPS shall be calculated based on 70:30 Read: write, 8 KB Block size, response time of < 1 ms, Cache read hit zero, 100% random workload and considering Compression and Encryption is enabled. - Bidder need to provide atleast 50% additional capacity over and above the required capacity incase above performance considered with Compression and encryption disabled. (Documentary proof shall be attached)
3	Storage Encryption	Storage shall support Data at rest encryption and support minimum FIPS 140-2 or above, latest hardware/software encryption.
4	Memory and CPU Processing Power	1. Offered Storage array should have- Min. 4TB DRAM Cache per storage box/ system each at DC Site. - Min. 3TB DRAM Cache per storage box/ system each at NLDCs, SDCs & ER Site - Min. 8TB DRAM Cache per storage box/ system each at DR Site
		2. Offered storage controller/drives shall be based upon PCI 3.0/PCI 4.0 technology or better.

S.no	Type	Features
5	Host Ports and Back-end Ports	Offered Solution shall have minimum of 16 x 32Gbps Fiber Channel ports and iSCSI port – 4*10 Gbps across controller/node pair. Storage should also support 64Gbps Fiber channel by adding/replacing SFPs/modules in same controller enclosures if required in future.
6	Capacity efficiency	1. Offered storage array shall support atleast 1:2 data compression through dedicated Compression Engine/Accelerator Modules or drive based compression. 2. Storage subsystem shall be supplied with Thin Provisioning, Snapshot, remote replication, Performance Monitoring, and Quality of service on day 1 for the supplied capacity of the array.
7	Data Resiliency	1. Storage should provide anomaly and Ransomware threat protection (licenses be required from day 1)
8	Storage Monitoring & management (License should be included if any)	1. Storage should be provided with software that can manage & monitor multiple storages of same family with single console. 2. it should support Capacity forecasting , Performance monitoring such as IOPs, Bandwidth & response time along with reclamation of unused capacity . Also, should provide AIOps feature like health, Cybersecurity (Immutable snapshot) and Sustainability/ observability.
9	Remote Replication	The storage array should support - - Storage replication with existing Hitachi VSP storage natively or using additional hardware/Software or new Storage shall be provided. - Each controller/node pair at DR location shall not setup replication relationship beyond 4 locations.
10	Warranty and comprehensive AMC	OEM should provide the 3 Years 24*7 onsite warranty with replacement facility of NVME/SSD/HDD/ battery/ disks including RAM and Caches. Faulty disks will not be returned and be kept in IN custody.

Appendix 'C'
HARDWARE COMPONENTS

Ser.	Product Type	Make	Model	Qty
1.	Type 1 router	CISCO	ASR 9010	22
2.	Type 2 router	CISCO	ASR 9010	172
3.	Type 3 router	CISCO	ASR 9010	48
4.	Type 4 router	CISCO	ASR 9006	286
5.	Type 5 router	CISCO	ASR 9006	5
6.	Type 6 router	CISCO	ASR 9010	5
7.	EMS Server (HW)	CISCO	UCS-C220	4
8.	Access Switch	TEJAS	TJ1400P-M3	2200
9.	Regional Metro DWDM System	TEJAS	TJ1600	7
10.	Regional Metro DWDM System (HUB)	TEJAS	TJ1600	14
11.	Regional Metro DWDM System (Spoke)	TEJAS	TJ1600	70
12.	DC Core Switch	Cisco	Nexus 9000	33
13.	DC Aggregation Switch	Cisco	Nexus 9000	33
14.	DC Access Switch	Cisco	Nexus 9000	92
15.	Network Modeling Software-- Server (HW) (WAE Hardware)	CISCO	UCS-C220	1
16.	Type 2 router TST	CISCO	ASR 9010	10
17.	Access Switch TST	TEJAS	TJ1400P-M3	20
18.	Type 2 router Training Lab	CISCO	ASR 9010	3
19.	Access Switch Training Lab	TEJAS	TJ1400P-M3	4
20.	Regional Metro DWDM System (Spoke) Training Lab	TEJAS	TJ1600	2
21.	IP MPLS L2 – L7 Functional & Performance Tester	Spirent	Test Centre N 11u	2
22.	Type 2 router Testing Lab	CISCO	ASR 9010	4
23.	Access Switch Testing Lab	TEJAS	TJ1400P-M3	19
24.	Regional Metro DWDM System (Spoke) Testing Lab	TEJAS	TJ1600	8

Ser.	Product Type	Make	Model	Qty
25.	Recording Solution	CISCO	CMS Recording	4
26.	Management & Scheduling Software	CISCO	TMS	1
27.	MCU	CISCO	CMS 2000	6
28.	Gatekeeper and MCU resource management	CISCO	Conductor	2
29.	HD VC in Auditoriums	CISCO	SX80	14
30.	Telepresence – Type 1	CISCO	IX5200	04
31.	Telepresence – Type 2	CISCO	IX5000	26
32.	VC Endpoints (SX 80 with Precision 60 Camera)	CISCO	SX80	131
33.	Video IP Phone	CISCO	CP-8865	5000
34.	IP Phone	CISCO	UC-7841	10000
35.	Operator Console	CISCO	UC-8861	100
36.	Voice Solutions	CISCO	CUCM	1
37.	Analog Gateway	CISCO	VG350	157
38.	Voice Solutions	CISCO	BE7000M	24
39.	CNR GATEWAY	CISCO	ISR4331-V/K9	16
40.	SRST Routers	CISCO	ISR 4431	100
41.	Satellite Connectivity	Hughes	HUGHES	1
42.	Satellite Connectivity-ind	Hughes	HUGHES	1
43.	Redundant Ku-Band LNB Unit (1:1)	Norsat	1000HE Series	11
44.	Redundant C-Band LNB Unit (1:1)	Norsat	3120	9
45.	Hub Network Accelerator (1:1)	Hughes	CX3070	2
46.	Remote Network Accelerator (1:1)	Hughes	Hermes	18
47.	VSAT Modem supporting Mesh (HX260)	Hughes	HX260	36
48.	DVB-S2 NOC Fully Redundant inclusive of Enterprise NMSS and Mesh Option	Hughes	HX-RED	2
49.	11.1m Ku-Band Hub Antenna 4 port feed, Single Run Waveguide, Servo interface, ACU, and Tracking receiver	General Dynamics	Antenna and Associated Equipment	1
50.	400 Watts TWTA with Ku-Band BUC (1:1)	CPI	T04UO	1

Ser.	Product Type	Make	Model	Qty
51.	IRD (Decoders)	Harmonics	Proview 8130	4
52.	11.1m C-Band Hub Antenna 4 port feed, Single Run Waveguide, Servo interface, ACU, and Tracking receiver	General Dynamics	Antenna and Associated Equipment	1
53.	750 Watts TWTA with C-Band BUC (1:1)	CPI	T07CO	1
54.	4.5m C-Band Static Antenna,	ASC Signals	Antenna and Associated Equipment	8
55.	100 watts C-Band (1:1) BUC	CPI	7710H	8
56.	1.2m Ku-Band Transportable Antenna	AVL	Antenna and Associated Equipment	10
57.	80 watts Ku-Band BUC (1:1)	CPI	4980	10
58.	MPEG-4 Encoder with IP out (1:1)	Harmonics	ELP-3102	10
59.	Vehicle Chassis	Ford	Endeavour	10
60.	TST Vehicle Spare without any modification	Ford	Endeavour	5
61.	TST Survivability Gateways	CISCO	ISR4451-X	20
DC				
62.	Type I Blade Server	CISCO	B200 M5	148
63.	Type II Blade Server	CISCO	B480 M5	138
64.	Type I Rack Server	CISCO	B240 M5	69
65.	Type II Rack Server	CISCO	B480 M5	36
66.	Server Chassis	CISCO	UCS 5108 AC2	67
67.	Fabric Interconnect	CISCO	UCS 6332 16 UP	60
68.	SAN Storage	Hitachi	VSP G1500 – 155 TB	08
69.	SAN Storage	Hitachi	VSP G1500 – 1226 TB	02
70.	SAN Storage	Hitachi	VSP G1500 – 55 TB	06
71.	SAN Storage	Hitachi	VSP G1500 – 110 TB	08
72.	SAN Storage	Hitachi	VSP G700 – 338 TB	02
73.	SAN Storage	Hitachi	VSP G350 – 50 TB	04
74.	SAN Storage	Hitachi	VSP G350 – 225 TB	02
75.	HNAS Device	Hitachi	4060	04

Ser.	Product Type	Make	Model	Qty
76.	MDS SAN Switch	CISCO	MDS 9710	22
77.	MDS SAN Switch	CISCO	MDS 9148S	30
78.	MDS SAN Switch	CISCO	MDS 9250i	30
79.	Desktops/ All in one Workstations	Dell/ Acer/ HP		500
80.	Multifunction Printers			100
81.	Server Load Balancer	Radware	Alteon 5412	36
82.	IPS Type 1	Radware	DefensePro 40420-NL-D-QZ	22
83.	IPS Type 2	Radware	DefensePro 12412-NL-D-OZ	36
84.	IPS Type 3	Radware	DefensePro 1016-NL-Q	136
SOC				
85.	Network Firewall Type 1	CISCO	FTD 9300	22
86.	Network Firewall Type 2	CISCO	FTD 4110	36
87.	Firepower Management Centre	CISCO	FMC 4500	04
88.	APT FireEye NX	Trellix FireEye	4500	12
89.	APT FireEye VX	Trellix FireEye	5500	24
90.	APT FireEye EX	Trellix FireEye	5500	12
91.	APT FireEye FX	Trellix FireEye	2500V	12
92.	APT FireEye CM	Trellix FireEye	9500	02
93.	APT FireEye FX	Trellix FireEye	6600	04
94.	DLP server and Gateway	Symantec	SMG 8380	07
DATA CENTRE INFRA				
95.	Type 1 Infrastructure – Racks, PDUs, Power Distributions Boxes	RITTAL	-	12
96.	Type 1 Infrastructure – Racks, PDUs, Power Distributions Boxes	RITTAL	-	33

Appendix 'D'
SOFTWARE COMPONENTS

Ser	Name of the Application	NOC	No of licenses	Remarks
1.	TrueSight Operations Management - Base License		01(B&R)	
2.	TrueSight Server Analyzer		1000(B&R)	
3.	TrueSight App & DB Analyzer		1000(B&R)	
4.	TrueSight App Visibility Manager		200(B&R)	
5.	TrueSight Event Manager		1000(B&R)	
6.	TrueSight Impact Manager		200(B&R)	
7.	Sentry for TrueSight Operations Management - Base License		1 (B&R)	
8.	Sentry Hardware Analyzer for TrueSight Operations Management		1000 (B&R)	
9.	TrueSight Smart Reporting		1 (B&R)	
10.	Entuity for TrueSight Operations Management - Base License		1 (B&R)	
11.	Entuity Network Analyzer for TrueSight Operations Management		14000 (B&R)	
12.	Entuity Flow Analyzer for TrueSight Operations Management		1 (B&R)	
13.	Entuity Integrator for TrueSight Operations Management		1 (B&R)	
14.	BladeLogic Automation Suite - Base License		1 (B&R)	
15.	BMC Server Automation - License Add-on		1000 (B&R)	
16.	BMC Network Automation - License Add-on		7000 (B&R)	
17.	BMC Atrium Orchestrator - Peer License Add-on		2 (B&R)	
18.	Remedy Service Desk - Concurrent User License - ESO		50 (B&R)	
19.	Remedy Service Optimization - Concurrent User License - ESO		20 (B&R)	
20.	Remedy Service Management Suite - User License - ESO		2 (B&R)	
21.	BMC Discovery for Data Centre – ESO		1000 (B&R)	
22.	BMC Digital Workplace Basic		37400	
23.	BMC Client Management		1 (B&R)	
24.	BMC Client Management Suite Nodes		42000(B&R)	
25.	BMC Digital Workplace Advanced OnPrem - Active User (100 Users)		26 (B&R)	
26.	BMC Discovery for Storage - ESO		1000 (B&R)	
27.	Sentry Storage Analyzer for TrueSight Operations Management (Port) - MarketZone		288 (B&R)	

Ser	Name of the Application	No of licenses	Remarks
28.	UNMS Presentation - Everest	Applications Servers	
29.	Correlation Engine - Everest		
30.	BMC API Interface DC - Everest		
31.	Database Server - Everest		
32.	NMS Admin Console + Data Collectors for DWDM, VSAT and VOIP - Everest		
33.	Offline Map Server – Everest		
34.	Performance Data Aggregation Server - Everest		
35.	EPNM	04 (support 500+ appliances total) (B&R)	
36.	DCNM	04 (support 145 appliances total) (B&R)	Upgrade to Nexus Dashboard
37.	Central Management for Switches (Tejas EMS)	04(support 2000 appliances total) (B&R)	-
38.	EPNM	04 (support 500+ appliances total) (B&R)	
VOICE			
39.	UC Manager-11.x Essential User License	15072	Analog phone licenses for 157 x 96 = 15072 endpoints on relevant version of CUCM.
40.	UC Manager 11.x CUWL STD Users	15200 (B&R)	
41.	UC Manager-12.x Enhanced Single User License	200	
42.	UC Manager-12.x Essential User License	200	
43.	Access to API	1	
44.	Access to order management	1	
45.	Access to prebuilt configuration template	1	
46.	Access to Self-Care portal	1	
47.	Active Call Bridge Node	6(B) 1(R)	
48.	Advanced Features	1	
49.	Assign Admin to Domain	2	

Ser	Name of the Application	No of licenses	Remarks
50.	CMS Recording & Streaming	77(B) 11(R)	
51.	CUCM clusters or CMEs	198(B) 2(R)	
52.	CUCM Export Restricted Authorization Key	1	
53.	CUM/VC or CUE	198(B) 2(R)	
54.	IM&P Servers	198(B) 2(R)	
55.	ISR_4331_UnifiedCommunication	1	
56.	ISR_4400_UnifiedCommunication	1	
57.	Lines, EMĀ, Ā Lines and RDP Lines	450000	
58.	Max Admin Login at a Time	300	
59.	Max End Points	15200	
60.	Max End Users/Admin	150050	
61.	Shared Multiparty	170(B) 30(R)	
62.	Speech Connect Port Licenses	10	
63.	Speech Connect Port Licenses (12.x)	2	
64.	UC Manager CUWL License	250	
65.	UC Manager Telepresence Room License	65(B) 66(R)	
66.	UC Manager Telepresence Room License (12.x)	95(B) 25(R)	
67.	Unity Connection Enhanced Messaging User Licenses	250	
68.	Unity Connection Enhanced Messaging User Licenses (12.x)	13000(B) 2200(R)	
69.	User ids in data base	200000	
DC			
70.	Content Delivery Network – M/s Nebularc		
71.	Microsoft Visual Studio 2019		
72.	Microsoft Visual Studio 2022		
73.	Microsoft SharePoint Server 2019		
74.	Microsoft SharePoint Subscription Edition (SE)		
75.	Microsoft Server 2019 Data Centre Edition		
76.	Microsoft Server 2022 Data Centre Edition		
77.	Microsoft Windows 11		
SOC			
78.	APT FireEye NX 4500	12	
79.	APT FireEye VX 5500	24	
80.	APT FireEye EX 5500	12	

Ser	Name of the Application	No of licenses	Remarks
81.	APT FireEye CM 9500	02	
82.	APT FireEye FX 6600	04	
83.	APT FireEye FX 2500V	12	
84.	Tenable.sc professional Licenses with Management Server	20000	
85.	Symantec Data Loss Prevention System	4000	
86.	Radware Absolute Vision	04	
87.	CISCO FTD 9100	22	
88.	CISCO FTD 4110	36	
89.	CISCO ASA 5545-X	136	

Appendix 'E'
UNMS COMPONENTS

TECHNICAL SPECIFICATIONS	
GENERAL	
SNO	
	Single UNMS OEM solution to monitor and manage the complete infrastructure different network technologies such as SDH, PDH, DWDM, CWDM, ROADM, ASON, OTN, PTN, MPLS, RAN, VSAT, Radio, OFC Network, and datacenter network components such as Router, Switch, Firewall, Load Balancer, Servers, Storage, Virtualization / Private Cloud, Applications, BMS components
1.	OSS System should have IPDR Compliance - Telecom grade DoT IPDR retention and compliance
2.	SOC2, OWASP Top10 and OWASP Top API Security certifications, SANS25, CIS certification for the applications and certificate must be provided.
3.	OSS System should include GenAI-enabled RAG-based (Retrieval-Augmented Generation) chatbots and accessible from Self service portal and agent portal and on mobile app. Administrators must be able to dynamically create multiple chatbot channels and configure access for either the public or specific user groups
4.	Solution should be telco grade with scalable architecture and should provide minimum 2 reference cases supporting more than 50000 network elements
5.	Solution shall have the capability of integration with wired and wireless technologies such as SDH, PDH, DWDM, CWDM, ROADM, ASON, OTN, PTN, IP/MPLS, GPON, RAN, VSAT, Radio, 3G/4G Towers, OFC Network
6.	

SNO	TECHNICAL SPECIFICATIONS
	Solution shall support multiple protocols or formats as follows (but not limited to): • SNMP • TL1 • ASCII • CORBA(Including 3GPP) • TMF 814 • SOAP/XML • REST/JSON • ODBC • JDBC • NETCONF • JMX • Web Services(Such as XML , REST , SOAP) • WMI • WBEM • FTP • SSH • SCADA Equipment and Protocols.
7.	
8.	The Solution shall meet the requirements of following standards / recommendations. • ITU-T 371 and 372 GUI Recommendations. • ITU-T X.733 • DMTF Common Information Model (CIM)-compliant architecture • TeleManagement Forum (TMF) NGOSS Shared Information Data (SID) Model • TeleManagement Forum (TMF) NGOSS OSS/J Client interfaces for Trouble Ticketing (JSR-91)
9.	Solution should be certified with ITIL v4 for minimum 9 practices
10.	Solution should support DC/DR Architecture and all the components should be available in DR.
11.	All the components / modules in DC should be deployed in High Availability mode
12.	Solution shall support an open architecture and shall be standards-based and adhere to standards and guidelines as set forth by DMTF, TeleManagement Forum etc

TECHNICAL SPECIFICATIONS	
13.	Solution shall have the ability to operate in either a distributed or centralized architecture. This shall ensure an initial centralized architecture could evolve into a distributed architecture as the network grows. The distributed architecture enables multiple servers to be configured in a cost-effective manner to support high availability/clustering, load sharing, and redundancy requirements
14.	Solution should be modular architecture and should support scalability in each module levels.
15.	Single OEM solution to monitor and manage the complete infrastructure different network technologies such as SDH, PDH, DWDM, CWDM, ROADM, ASON, OTN, PTN, MPLS, RAN, VSAT, Radio, OFC Network, and datacentre network components such as Router, Switch, Firewall, Load Balancer, Servers, Storage, Virtualization / Private Cloud, Applications, BMS components
16.	The solution should be capable of running in Linux platform with open source database as backend
17.	The solution should be available as Commercial-Off-The-Shelf (COTS) software
18.	Solution should provide Centralized Operation & Management Console (COMC) to monitor and manage the complete infrastructure and all the network management functions shall be performed from centralized console only
19.	Solution should provide cross launch facility to underlying EMS/NMS/NE to manage it locally.
20.	Solution should support IPv4 and IPv6
21.	The solution should be a unified system which can monitor different network technologies, servers, apps and any IT or Non-IT Communicable device
22.	The solution should be completely multi-tenant where in every module and system being used can be assigned to a specific set of users or a group of users.
23.	Solution should be web based console supporting latest browsers such as Chrome, Firefox, Safari, Microsoft Edge and compatible with Mobile and Tablet. System should also provide mobile app supporting Android and IOS platforms
24.	Solution should be developed on latest web technologies such as HTML5, CSS3 and intuitive charts with animations, Maps
25.	Solution should be comply with web security guidelines
26.	Solution should have integration capabilities with 3rd party systems via NBI layer and should be able to export data using REST APIs
27.	Solution should provide exporting of information in printable format in PDF, Excel, CSV, Docx, TXT, JSON format
UNMS FUNCTIONS	
28.	Solution should cover the following functionalities in both Service Assurance and Service Fulfilment section of eTOM business process:
29.	Service & Resource Provisioning and Activation System
30.	Inventory Management System
31.	Automatic Discovery and Reconciliation System
32.	Workforce Management System
33.	Customer Problem and SLA Management

TECHNICAL SPECIFICATIONS	
SNO	
34.	Fault and Alarm Management
35.	Root Cause Analysis System
36.	Service Impact Analysis System
37.	Network Fault Analysis and Advance Correlation System
38.	Trouble Ticket Management
39.	Change Management Solution
40.	Incident and Problem Management Solution
41.	SLA Management Solution
INVENTORY, DISCOVERY & CMDB	
42.	System should support various standard protocols such as SNMP, CORBA, XML, TL1, ASCII, VML, Telnet, SSH, REST, SCADA to communicate to NE directly wherever possible and/or via vendor provided EMS/NMS and collect the complete network inventory details
43.	System shall support Auto Discovery and on demand Manual discovery of Network Inventory, Network Topology, Services/Circuits and Topology Links
44.	It should be possible to define and view a complete Topology of the network in the Network inventory solution
45.	Redundant communication channels shall be provided between System (UNMS Centre) and NES/underlying NMS/EMS
46.	If valid data cannot be acquired from one of the NES/NMS/EMS, the system shall automatically failover to the backup Communication channel
47.	A communications failure shall not cause a server failover
48.	The backup communications channel shall be tested periodically up to NE, without manual intervention, to determine its readiness to take over upon failure of the primary channel
49.	The system shall support discovering and identifying protection mechanisms such as Line Protection, Card Protection, Path Protection, DRI, Optical Line Protection, Tunnel Protection
50.	The system shall support circuit end-to-end route discovery and display in GUI view, including network, node, card, port, timeslot with all internal patching etc
51.	The system shall support auto discovery of newly provisioned links, changed links and update the inventory. Deletion of the existing links shall also be possible by adopting a similar approach with user confirmation
52.	The system shall provide for the categorization of the circuits (Healthy Circuits, Hanging Circuits, etc.) and shall discover the circuits found hanging and the same would be identified and reported to the user
53.	The system shall provide GUI support to provide a view of all incomplete discovery run status with option to suspend/resume/cancel
54.	The system shall discover the physical and logical attributes for all the equipment and for all equipment types in the network

TECHNICAL SPECIFICATIONS	
SNO	
55.	Physical attributes shall include node name, node id, channels available, NSAP/IP address, Serial number, Shelves, Slots, cable and ports etc
56.	Logical attributes to be discovered shall include cross connect details, bandwidth, A end and Z end, CTP details, Protected/Unprotected circuits, Topology link, Protection paths, Circuit names, System configurations, etc
57.	The system should allow discoveries of smaller subsets of the network
58.	The IP based (SUBNET) discovery of network elements should also be supported
59.	It should be able to create profiles and initiate the profile-based discovery
60.	It should provide different reports based on the discovered data and export the data in PDF, Excel, CSV, Docx format
61.	The system should provide detailed audits on the discovery process and it should be searchable and exportable
62.	The system shall support creation of Virtual Network Elements (VNE) and virtual networks for representing the 3rd party network elements and network respectively. In addition, it must also support addition of inventory to the VNE/Virtual network to provide the end-end view of the circuits passing through 3rd party networks
63.	The system shall have the capability to discover the Ethernet Layers
64.	System should have the capability to discover different types of Circuits with work path and protected path, diverse path and should stitch end-to-end circuits across vendor, technologies. Should provide option for manual feed wherever required
65.	The system shall have the capability to add additional parameters or attributes to the discovered data through a GUI to enrich the discovered inventory
66.	The system shall have the capability to provide the discrepancy reports comparing the discovered data with the previous discovered data
67.	The discrepancy identification, reporting, correction/deletion shall be workflow based and shall require user approval at various stages
68.	The system shall have the capability to expose the discovered data through standard NBI e.g. TMF 814 etc to external 3rd party systems
69.	The system shall discover synchronization status of all communication equipment (as applicable) and display in GUI view indicating the synchronization status of each node. The system should discover the sources (at least primary & secondary) and display. The system should also discover & report nodes, which are discordant or running on internal clock
70.	The system shall provide facilities for creating custom grouping of available network elements in to different maps
71.	The system should be capable of monitoring passive inventory (inventory in stores, issued to contractor for deployment or in transit etc.). Passive inventory needs to be manually discovered. As part of initial Inventory loading to the system, the contractor shall be responsible to consider all the existing Network Inventory for building database and configure the same and correlation of services with respect to allocated Network Services and Network resources.
72.	The system should be capable of keeping audit trails of changes in inventory system
73.	The inventory system shall be capable of showing up to date (recently) discovered data in GUI in sync with earlier discovered data.

SNO		TECHNICAL SPECIFICATIONS
74.		There should not be any dependency on data availability during stitching post discovery.
75.		System should have capability to reserve paths for expected services for which preliminary approvals have been done.
76.		System should have option for CSV based discovery for bulk discovery and it should allow options to add customer fields to support customer specific data to upload during discovery
77.		The system should fetch topology via SNMP for ARP tables from routers , MAC tables from layer 2 switches, L2 discovery protocols such as LLDP and CDP, L3 routing protocols such as OSPF, BGP, IS-IS. The discovery should be automated and continuous.
78.		The system should have capability to manually add any additional topology in the network. Options to add via GUI or via CSV should be available. The system should also allow downloading of topology connections.
79.		Discovery has to work intelligently by identifying the device in the network by the given IP range and categorize into network devices and servers with vendor and model details.
80.		Automatically learn devices, servers, applications that supports SNMP, HTTP, Ping, SMTP, POP3, WMI, JMX, SOAP, REST API, PDC, SSH and Telnet along with any required protocol to communicate to the devices.
81.		The system should provide option to group the devices using different filters and all the views in the GUI shall have option to use the device group to filter the views
82.		The system should allow users to create tags for device / component level and tags shall be used for device grouping, filtering
83.		The system should have centralized CMDB to maintain the discovered active assets from the network and its relations
84.		CMDB should also hold the information about passive assets deployed in the network as well as spares
FAULT MANAGEMENT		
85.		The System Fault Management solution shall provide network engineers a global view of their networks and enable them to activate management functions and operations from single or multiple workstations.
86.		The FMS window shall display end to end circuit diagram in a graphical fashion highlighting the affected section
87.		Any fault in FMS window should be graphically represented into other modules such as Discovery, etc. i.e. if there is any fibre cut in the network, affected section/link should turn RED into the graphical topology/circuit view
88.		The System shall enable individual services and circuits to be mapped to the network facilities that carry those services and circuits
89.		Alarms arriving at the System shall be transformed into a common format prior to processing by the System. The System should use the common alarm format in all internal System data stores, and in engineer displays, so that external applications that need to process alarms will only have to deal with a single format, and operations staff will see only one representation for all alarms from all network element types
90.		The common alarm format supported by the System shall contain at least the following information: -
91.		i. Event type.
92.		ii. Managed object identifier.

SNO	TECHNICAL SPECIFICATIONS
93.	iii. Date and time of alarm emission.
94.	iv. Perceived severity.
95.	v. Probable cause.
96.	vi. Notification identifier or correlated notification identifier.
97.	vii. Specific problem.
98.	viii. Label / Native EMS Name of the Managed Object
99.	The System shall provide a comprehensive alarm correlation facility which shall be used for following primary purposes: -
100.	a. To determine the root-cause underlying sets of alarms and report the root-cause as a single alarm.
101.	b. To assist in reducing the number of alarms seen by engineers to the minimum necessary to effectively manages the network.
102.	c. The correlation function shall correlate large number of alarms to identify the underlying problems affecting the network equipment.
103.	d. The function shall be used to automate network management tasks. In particular, it shall be used to perform high-level automated actions for Alarm filtering, Alarm aggregation, Alarm enrichment, Root cause analysis and Service impact analysis.
104.	If network events occur, the system should be able to implement the association between these events and the asset/inventory management system in real-time
105.	The system shall obtain the related equipment asset/inventory information and related operation personnel information, add the inventory information into the alarm information and display the contact information in the FMS window. Thus, the monitoring personnel can timely notify the related personnel of these faults and the operation personnel can perform troubleshooting rapidly
106.	Sending a message (by e-mail or SMS or PUSH notification on mobile App) to notify maintenance personnel about the fault
107.	The system should enable engineers to request suppression of alarms from a particular managed object, or a group of managed objects or an entire managed network element. Alarms from those objects that are marked as "suppress" should be logged but not passed on for handling
108.	The system shall be able to recognize duplicate alarms by comparing incoming alarms to those already in the current problem list for the reporting object, based on one or more alarm attributes (for example, object name and notification identifier), and automatically suppress such alarms
109.	The system shall allow resynchronization of the System alarm status to the current status of the managed equipment
110.	The system shall generate alarm for any synchronization issue. It should also report for services affected due to synchronization in network
111.	It shall implement a remedy that eliminates any alarm status discrepancy that may have occurred during operation between the alarm status as presented in System and the real equipment status
112.	There is a requirement to log alarms at the alarm-handling level. The alarms saved shall be used for statistical analysis of alarm handling behavior, but they may also be used for availability discrepancies/ any dispute resolution and may be kept for 7 years.

TECHNICAL SPECIFICATIONS	
SNO	
113.	The function shall handle ISO-formatted alarms (notification events defined in the ITU X.733 & X.736 Standards): Communications Alarm, Quality of Service Alarm, Processing Error Alarm, Equipment Alarms and Environment Alarm.
114.	The function shall handle both notification type events (notification events defined in the ITU X.733 & X.736 Standards) and configuration type events (configuration events defined in the ITU X.730, X.731 & X.732 Standards) raised by equipment or applications. The stored alarm records shall be made available to, and managed by, other System applications in real-time
115.	The system shall be able to automatically clear an outstanding alarm when a corresponding clear-alarm is received (corresponding means that the managed object name and the notification identifier are the same in both the alarm raise and the alarm clear, and that the clear was emitted temporally after the raise)
116.	The system shall monitor its connections with EMS/NMSs and Network Elements and raise an alarm if a connection fails. Such an alarm should be automatically cleared when the failed connection is restored
117.	When a connection to an EMS/NMS or network element is restored after having been lost, the system shall initiate a resynchronization operation with the EMS/NMS to refresh the alarm states held by the system. The alarm reported during resynchronization shall be reported by exception
118.	The System shall enable engineer-initiated resynchronization of alarms with selected managed objects, network elements or EMS/NMSs
119.	At a given point of time, the system shall be able to list all affected or degraded services in a separate UI with their corresponding root cause alarm
120.	The system shall be able to show all the lower order trails that are affected when the corresponding higher order trail has failed
121.	The system shall be able to list the services for every topological link or network element that will be affected or degraded when this element goes down
122.	The system shall be able to update the results of SIA while receiving the faults from the network
123.	The System Notify Function shall support manual or automatic forwarding of notifications via SMS, email. It shall support forwarding of selected alarms to individuals based on configured notification settings
124.	The system shall take into consideration all standard protection mechanisms while computing the RCA
125.	The system shall be able to modify the RCA results on receiving every/new alarm from the network.
126.	System should convert actionable alarm into ticket and automatically assign the ticket to engineer based on algorithm
127.	System should support auto ticketing as well as semi-auto ticket (single click ticket generation from alarm operational console)
128.	System should be able to reflect the ticket status from alarm operational console
129.	System should allow operator to define different levels of severity such as Critical, Major, Minor, Informational
130.	System should support global threshold and it should have option to define individual resource/interface statistics level threshold
131.	System should have built in algorithms to start the monitoring with zero threshold configurations

TECHNICAL SPECIFICATIONS	
132.	System should have self-learning algorithms to auto baseline and auto calculate thresholds of components or nodes.
133.	Configurable parameter like frequency, data duration, resolution duration, sigma based polarity value, reset points to should available to fine tuning the algorithm
134.	All thresholds should have set point, reset point, polarity, set point message and reset point message for ease of use.
135.	System should have anomalies detection and stop alarm flooding with these dynamic thresholds
136.	System should have capability to detect & highlight faults (abnormal situations) occurring anywhere within the network
137.	System should provide Filtering, De-duplication, Holding, Suppression and Correlation capability to let user focus on the critical event that affects the business and business processes
138.	System should support separate Rule Engine based alarms apart from the generic threshold. a. Should have capability to configure Device Group based, Node Based, Resources/Interface based, and Aggregation link based. b. On Selection of Nodes/Resources/Aggregation links it have flexibility to filter based on fields available in node information c. Rules should have option to apply configuration on top of performance value or based on configured threshold alarms d. Rules should have option configure the breach based on min, max and average values e. Should have option to configure rules n repeat counters f. Should have options to select custom alarm and clear alarm messages for individual configured rules g. Should have option to send severity levels like error, warning and information h. Notifications support based on configured rules
139.	System should have capability to execute remediation procedures as defined by NOC engineer for the known or common problems for faster resolution
140.	System should have capability to receive and process alarms in normal mode as well as peak mode without any impact in user operations
141.	The system shall have capability to correlate and display the relationships across Root Cause and Impacts as a hierarchy across the network / service objects
142.	The system shall have the capability to correlate the impacts of failures of the Passive Infrastructure Objects to the network objects using such infrastructure
143.	The system shall have option to terminate alarm manually if required
144.	The system shall have option to configure planned service outage (PSO) and during the outage period, system should mask / unmask alarms
145.	The system should provide option to configure PSO on link level
146.	The system shall be able to analyse the trends of various fault in the system and build intelligence out of it.
147.	The system shall have the capability to predict the alarms based on historical trending and forecast & create PSO

TECHNICAL SPECIFICATIONS	
SNO	
148.	The system shall have the report generation facility
149.	i) RCA and alarms element wise, link/service wise/ port wise/network wise say regional, states etc.
150.	ii) Events Report
151.	iii) Actionable Alarms Report
152.	iv) Alarms Aging Report
153.	v) Ticketed Alarms Report
154.	vi) Acknowledged Alarms Report
155.	vii) Ticket Aging Report
156.	The system should provide auto-diagnostics methods for standard problems such as reachability issues or SNMP / WMI Protocol errors and provide diagnostics results as part of comments
157.	The system should allow user to provide comments as part of alarms and the same should be stored as remediation steps in KB based upon user confirmation
158.	The system should support storing events in historical database for 7 years
TOPOLOGY & GRAPHICAL VIEWS	
159.	System should provide many different types of topology representation. To perform the following : 1. Display physical connections of the different devices being monitored in the system 2. Display flat maps of the entire network or networks in a single view 3. Display customer maps based on user configurations 4. Display maps based on geo locations
160.	The system should automatically learn IP Networks and their segments, LANs, hosts, switches, routers, firewalls etc. and to establish the connections and to correlate
161.	The system should have option to search specific device or resources in a view, map to specific background for each level of the network, upload and change icons of devices
162.	The system should show the status of the connections based on the dependent connections and the utilization of the links by displaying connection with different width
163.	The system should allow navigation to node page and interface page on click of respective node or link
164.	On selections of any node highlight the next level of Hops connections for easy understanding and analysis, hop highlight count should be configurable from UI
165.	The system should provide multiple filter options to filter topology view based on device group, node tag, vendor, model, IP address, host name etc.
166.	The system should have option to display distance between devices in Topology Maps especially for branch gateway devices

TECHNICAL SPECIFICATIONS	
167.	The system should have algorithmic auto arrangement capabilities. System should use standard algorithms like forceAtlas2base , repulsion or barmerHut to makes sure the map views are non cluttered and arranged to the best non-overlapping method.
168.	The system should provide drill down views with color coded summary in world > country > region > state > city > geo locations
169.	The system should provide options to navigate to different views such as Nodes, Alarms, Services from topology for particular node or link
170.	The system should provide device specific panel view a. Panel view should look similar to the actual device front/back panel b. System should automatically detect the device model display the right panel without any additional configuration c. Panel should show all the monitored interface with status d. Fan status with live fan icon and LED status for power e. Option to navigate to alarms / services for particular port
171.	The system should provide provision to draw & map user specific network diagram
172.	The system should have Integrated Web based feature to build Network Diagram, No separate client window to configure network Diagram. The builder should be a Visio like system with all pre-loaded shapes and icons.
173.	The system should support Drag & Drop based Network Diagram builder, Dynamically Upload Images, Customizable objects to support multiple vendors, capability to export maps in an XML format and upload to any other system.
174.	Any graph or network diagram configured should have functions to associate every component in the diagram to an existing node or resource. Additionally system should allow to associate any parameter being monitored to the specific element in the diagram. All network diagrams are user controlled and viewable to only specific configure users.
175.	Tool should be able to define Primary & back up line connection, so if primary line fails it should switch over to backup line & notify to administrator
PERFORMANCE MANAGEMENT	
176.	System should have monitoring profile to define the required KPIs for different components of various devices
177.	System should monitor the health, performance and environment related parameters in device level
178.	System should support monitoring of interface bandwidth capacity, bandwidth used, usage percentage, packet errors / drops.
179.	System should support monitoring of logical interfaces, sub interfaces, circuit level, VLAN level, service level
180.	System should have capability to configure business, non-business hours or custom time polling. These configuration should be available for every device as well as every component in the device.
181.	Provision to disable and enable the polling of specific type of devices / components
182.	System should provide real-time trending of any monitoring KPI
183.	System should support different types of data aggregation of avg, min, max, sum, 95th percentile

TECHNICAL SPECIFICATIONS	
SNO	
184.	System should provide different types of summarization logic such as hourly, daily, monthly
185.	system should store the real-time collected points for atleast 3 months and hourly summarized data for 1 year, daily summarized data for 2 years and monthly data for 10 years
186.	System should support defining Threshold Crossing Alert (TCA) on any monitoring parameter
187.	System should provide default threshold options for different types of monitoring parameter and on breach of threshold limit, system should raise alarm
188.	The System should be able to collect service-performance information for service level management purposes
189.	Customized reports based on service, link/circuit, region, technology, vendor etc. should be possible
190.	System should have option to create rule based alarm on performance data by supporting different aggregation methods such as avg, min, max, sum, x number of times on different monitoring components individually as well as grouped
191.	the system should provide a facility of real time data extraction from NMS/EMS/NES/objects
192.	The system should have capability of exporting report in Excel in user defined tabular format & same shall be displayed graphically
193.	The system should have capability to retrieve and report performance-monitoring data both on request and as per schedule
INCIDENT MANAGEMENT (TROUBLE-TICKET)	
SERVICE MANAGEMENT	
Low Code /No Code Platform for Integration:	
194.	Tool should provide REST APIs to integrate with IT Infrastructure Management, Configuration Management, Network Management, CRM, SIEM tools to automate Events to Ticket. The proposed tool must provide Dynamic RESTWEB API integration without writing any code, Just by configuration on GUI with various inbuilt Authentication method. Should be able to do 2 Way Integration with 3rd party and should be able to exchange the data at any stage of the lifecycle of the Event, Incident, Problem, Change, Request, Task, Release etc.
195.	Low Code /No Code Platform for Robotic Process Automation: Tool should provide Drag and Drop based Workflow Process Design and No code Input Forms design using Drag and Drop method for different processes, services and workflow No code automation platform to support Rule execution (value based, Time based rule executions)
196.	Team/Individual Pressure/Load Score, Efficiency Score, Expertise Score should be present on Dashboard

TECHNICAL SPECIFICATIONS	
197.	Tool must provide intelligent Email-to-Incident feature in which tool admin has the option to allow certain domains for automatic conversion of emails to tickets. Tool should merge all subsequent email communication for a particular email-to-incident ticket into the same ticket in the form of a message thread. Tool should be intelligent enough to understand email conversation chains for merging emails to a particular incident. Merging logic should be not only based on TicketID but also on email sender, cc responses to that email chain
198.	Tool should be able to provide real-time Email, SMS Notification alerts to notify respective users about any changes in ticket state and status. Tool should provide Email Communication Interface to allow technicians to send replies to customers / end users from the tool GUI and Record all the Email Communication in Chronological Order
199.	The integrated ITSM module should have its own Android & IOS app
200.	The proposed tool must provide GUI interface for users, requesters, customers, support staff, 3rd party vendors, Area Managers, Field Engineers , Site Engineers, Supervisors, Managers, (Helpdesk available 24x7 at customer site) etc. with options to restrict amount of information that can be accessed by each role
201.	The proposed tool should have the capability to be able to define and access the Business and Technical catalogue separately
202.	The tool should allow the administrator to create categories and multiple sub- categories (under each category) in hierarchical order for services being offered to the end users.
203.	Tool should have option to define the workflow for each service created in the Service Catalog for each process (Incident, Problem , Change, Request)
204.	The tool should provide a self-service portal where End-users / requesters can log in and raise incidents
205.	End user should also be able to browse the service catalogue and should be able to raise request by providing the input to particular service request, Address etc.
206.	The proposed tool must provide an option for users to track their incidents status, check knowledge articles and chat with technicians on particular incidents
207.	Users must have an option to Log, Classify, Categorize & Prioritize Requests
208.	The proposed tool must provide an option to design the request management input parameter template for each service in service catalogue
209.	The proposed tool must provide an option to design dynamic workflows, lifecycle, Tasks, Notification action for each service which can be requested

TECHNICAL SPECIFICATIONS	
SNO	
210.	The proposed tool must record Problem Record Date and Time, Problem Source, Contact Detail, Symptoms and Status
211.	Tool should allow Problem records to be classified according to priority and category
212.	Tool should allow a problem record to be escalated based on pre-established rules with option to manually overridden conditions
213.	Tool should allow users to create, edit & delete Change Request through web interface, Each CR should have Unique and any authorized user should be able to raise RFC
214.	The proposed tool must allow Change records Categorization, classification according to Change Class(Permanent, temporary, Recurring) ,Change Type (Normal , Standard, Expedited, Letent, Emergency), Change Category , service category , Impacted Service,, Impact, Urgency , Priority
215.	The Change records in the proposed tool must contain State & Status information along with Dynamic Workflow definition with color coding for each status
216.	There should be records for Benefits, Effects, and Required resources & Cost required to perform change
217.	The proposed tool must have a powerful knowledge management functionality
218.	Knowledgebase Management should be integrated with the NMS/EMS system
219.	The proposed tool must provide Role based, Team Based & User Based access control on KB articles/FAQ/Information/KE/Solutions etc.
220.	In FAQ/Solutions type of knowledge , system should allow to add multiple questions/multiple solutions with single knowledge article
221.	Tool should have option to promote knowledge to analysts (ServiceDesk) and end users (ServicePortal)
SERVICE PROVISIONING AND ACTIVATION	
222.	The system should integrate with underlying EMS/NMS/NE to perform the required end-to-end service provisioning on different vendor/technologies
223.	The system should allow users to define service catalogues as per the business services offered
224.	The system should be able to define and access the Business and Technical catalogue seperately
225.	The system should allow to create categories and multiple sub-categories (for each category) in hierarchical order for services being offered to the end users

SNO	TECHNICAL SPECIFICATIONS
226.	Each service should at least contain the following fields: Service Name, Service Category, Service Sub-Category, Service Code, Service Information, Service Overview, Service Target Audience, Service Key Features and Service Description and follow the lifecycle status of the catalogue items
227.	The system should have option to attach different SLAs packages
228.	The system should be able to define the request provisioning & automation model for each service under catalogue
229.	The system should be able to define the cost of asset, dependent assets, dependent services, supporting services
230.	The system should be able to integrate the CMDB and should be able to define the current capacity and feasibility of the service
231.	The system should be able to define the Capacity Benchmarking model for the forecasting
232.	The system should be able to define the Request template which will automatically create dynamic different input for for End user, Predefined content while raising request, Automatic Assignment Rule, Automatic Task Creation, and Automatic Rules for Task Creation to fulfill the request, Sequential Task Creation and execution.
233.	The system should allocate the assets to the service and mark it as Reserved
234.	The system should provide template based provisioning for different types of devices and follow approve channels before executing the commands in EMS/NE
235.	The system should support task execution workflow while creating service in across devices
	DEVICE CONFIGURATION
236.	The system should support backup of IP/MPLS network device configuration in central repository on periodic basis
237.	The system should In real time, detect configuration and asset information changes, made across a multi-vendor device network, regardless of how each change is made.
238.	The system should be capable to detect, compare & alert on changes based on which decision could be made for rollback or implementation of changes with single click.
239.	The system should support rollback to a previous configurations.
240.	The system should maintain at least three previous versions and/or configurations
241.	The system should support configuration deployment/rollback using ad-hoc commands, configuration templates
242.	The system should provide option to schedule the Backup process.
243.	The system should have provision to schedule the Task for specific date, weekly, monthly, and in case of any maintenance window.
244.	The system should be able to track and detect any configuration changes and alert accordingly.
245.	The system should Detect out-of-band configuration changes and trigger a configuration backup. Apply configuration changes to device configurations.
246.	The system should have capability to automates routine network operations.
247.	The system should have comprehensive Network configuration Back-up and Recovery for all network devices

TECHNICAL SPECIFICATIONS	
SNO	
248.	The system should have capability to deploy and monitor IOS operating system images, network security patches for the supporting devices
249.	The system should have the ability to push standard templates for newly deployed equipment based on standard predefined policies
250.	The system should have reusable templates for single or bulk changes.
251.	The system should provide detailed audits on the configuration changes done on particular device
252.	The system should have capability to provision new network devices as per the compliance standard. System should alert policy failing commands before execution
253.	The system should have provision to have approvals for all the jobs and configuration put up in the system
254.	The system should be capable of automatically generate a script from a list of command lines that are input by the user.
255.	The system should ability to upload entire archived configuration files to network devices
256.	The system should allow a failed or success job to be resubmitted "x" number of times.
257.	The system should ensure audit trail of activities being carried out.
258.	Tool must store CI details including asset ID, asset lifecycle status, critically, barcode no., serial no., Tag no., asset OEM, asset vendor, asset warranty/AMC, installation date, invoice no., part no., cost and purchase date.
259.	Tool must have option to configure warranty / AMC pre-expiry notification alerts
260.	CIs stored in the tool should have linking option with Customers, Incidents, vendors and Locations
261.	Tool should have option to create the relationship of each CI with other Item types
262.	Tool should provide option to Automatically create the Service assets from EMS/NMS solution
263.	Tool must have option to attach documents for each CI like Invoice Soft Copy, AMC soft copy etc.
264.	Tool must support Bar Code Generation, QR Code Generation for each Asset and Scanning through Application and update CMDB , CI using Mobile Application after scan
265.	Tool must have option to capture and store the entire history of each CI in chronological order with timestamps
266.	Asset GIS location Track & Tag using Mobile Application
267.	Asset location update using QR code scanning
268.	Should be able to calculate the GPS distance from the Base station to the destination for any asset (to help in automating billing process)
269.	Graphical Relation & Impact analysis between CI should be available
270.	System should support different types of user profiles such as admin, operator, super operator, read-only user, NOC admin, Regional admin, Branch admin, Customer admin, customer user etc., and access to the system shall be defined based on the roles & privileges selected

TECHNICAL SPECIFICATIONS	
271.	System should support local authentication as well as external directory based authentication such as Microsoft AD/LDAP, TACACS+, Radius
272.	System should store all the local user credentials in encrypted mode using one-way hashing algorithm
273.	System should provide password policy for local authenticated users
NETWORK TRAFFIC ANALYSIS	
274.	The proposed monitoring solution should be able to monitor network traffic by capturing flow data from network devices, including Cisco Netflow v5 or v9, Juniper J-Flow, IPFIX, sFlow, NetStream data and also sampled Netflow data. Solution must be able to store ALL flows without any rollups or loss for retention period - for security and audit purposes.
275.	Should identify which users, applications, protocols, countries, AS numbers, top routers, and top interfaces are consuming the most bandwidth
276.	System should have capability to alternatively capture traffic data via packet capture.
277.	Should be able to associate traffic coming from different sources to application names
278.	Should be able to receive flows from non-SNMP-enabled devices, like VMware vSwitch
279.	Should monitor Type of Service (ToS), Differentiated Services Codepoint (DSCP), and Per-Hop Behaviour (PHB), BGP AS and NEXT HOP
280.	Should provide flow analysis with 1-minute granularity and The solution should be able to monitor up to 5 million flows per second, and should employs advanced optimization methods
281.	Solution should support advanced SSL/TLS analysis like detecting false certificates, expired, self signed
282.	Solution should also feature signature based detection techniques and allow drilldown to packets from alerts
283.	Solution should provide DDoS reports in real time within 1 minute after detection of attack with details of IP, Ports, ASN numbers, Router Interfaces, Customers facing the attacks
284.	Solution should feature threat monitoring by comparing enterprise traffic against known IOC
PATCH MANAGEMENT	
285.	The proposed Solution should support automated patch management for critical security patch deployment on physical machines and other infra including Windows, Linux machines and MacOS.
286.	The proposed solution should support auto patch evaluation in a test environment before distributing
287.	The proposed solution should highlight missing patches and should re-attempt failed patches

TECHNICAL SPECIFICATIONS	
SNO	
288.	The proposed solution should support mechanism to decline or delay an unnecessary patch that may cause any problem to overall IT infrastructure
289.	The proposed solution should support rollback of patches applied on the machines
290.	The proposed solution should have an option to upload patches manually as well as get automatic patches from central repository.
291.	The proposed solution should support remote patch management
292.	The proposed solution should have an option to schedule the patch deployment.
293.	The proposed solution should have an option to define multiple deployment policies for deploying patches.
294.	The proposed solution should show the system health based on missing patches.
295.	The proposed solution should come along with standard reports and can generate the customized reports as per business requirement. The Patch Management
296.	solution should be capable of generating real-time reports on patches deployed, when, by whom, to which endpoints, etc.
297.	The proposed solution should be able to remotely update registries of windows machines to optimize the performance.
298.	The proposed solution should be able to deploy exe, ms/msp packages and scripts on end machines.
299.	The proposed solution should have an customisable dashboard for viewing information like vulnerable systems, missing patches, deployed patches, etc.
300.	The proposed solution should provide the CVE information along with EPSS and Exploit information for all the missing patch detected.
301.	The proposed solution should have zero touch deployment for based on the different Patch categories.
302.	All the CVE detected in missing patch should have customer risk score based on various information like CVSS, EPSS, Exploit and Mitre Attack to prioritize the patch management process.
303.	CVE available in missing patch should have information on MITRE & ATTACK Framework wherever it is possible to identify the potential threat and how hacker can exploited given vulnerability
304.	Patch management should provide the third party management support.
305.	It shall possible to assess and deploy security configuration to mitigate and protect the system from potential threat.
306.	Patch management system should support the feature and service pack level patch management
307.	Patch management system should support the driver and bios patch management
308.	For Distributed site it shall possible to distribute patch download from dedicated machine to locally download patch to reduce the WAN bandwidth.
309.	For Distributed site it shall possible to distribute patch download by assigning any workstation or laptop to locally download patch to reduce the WAN bandwidth.
310.	Solution should have intuitive reporting functionality and it should include both chart and grids. It shall possible to download pdf and schedule reports.

TECHNICAL SPECIFICATIONS	
311.	Vulnerability Management solution should be integrate with Third-party AI agents.
312.	The proposed solution should have capabilities to detect change in Files and folder
313.	File integrity Management should provide information on file created, update and delete notification along with hash, process information, user information and file path.
314.	File integrity monitoring solution should have flexibility to integrate with any third party threat Intel platform to detect malicious file.
315.	The proposed solution must support to monitor any configuration file changes and should be able to provide the detailed side by side comparison what changes is done in files
316.	The proposed solution should provide the facility to forward FIM events to third party SIEM solution
317.	It shall be possible to configure the alert based on FIM event type.
318.	The proposed solution shall provide mechanism to detect windows registry changes in real time
319.	The proposed solution should provide mechanism to configure access restriction to any files and folders access based on name , user etc.
320.	The proposed solution should allow to provide events in real time to detect files or folder copied to any USB storage with any additional configuration
321.	The proposed solution should provide the detailed reporting and dashboard on FIM events
322.	The Proposed solution shall provide mechanism to block any process which are marked as blacklisted.

