

Additional Terms & Conditions for “Firewall”

Ref: GeM Bid No. GEM/2026/B/-----

dated: --.04.2026

Information to Bidder for the “**Supply and Installation of Unified Threat Management (UTM) Security Firewall for UPSRTC, Lucknow project work**”.

1.0 Name of work & Type of tender:

Name of Work “Supply and Installation of Unified Threat Management (UTM) Security Firewall for UPSRTC, Lucknow project work”.

Type of Tender: Open tender - Two Packet System.

Note: If any bidder has quoted prices in technical bid, therefore, Bid will be **summarily rejected**.

2.0 Scope of work:

The item/items in this bid should be quoted as per the technical specifications: *The details of the specifications along with consignee/site details are also available on website*

www.railtelindia.com

(The technical specs which are not available on GeM portal for the required product, same is available in uploaded ATC).

- (i) In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer. The technical specifications are mentioned in Annexure-I.
- (ii) OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate to this effect should be submitted. The bidder should be either OEM or his authorized dealer/distributor
- (iii) In case of the authorized distributor/partner certificate from the OEM to this effect should be submitted. If OEM is quoted, then OEM should submit the certificate. In the tender, either the manufacturer or its authorized dealer will be considered as valid bidders. In cases where the manufacturer has submitted the bid, the bids of its authorized dealer will not be considered and EMD will be returned. And in case of violations, both infringing bids will be rejected.
- (iv) The equipment offered shall have complete data sheets and detailed description on OEM web sites.
- (v) Hardware and Software offered by **OEM (Firewall) should have End of Life (EOL) not less than prescribed in Technical Annexure - I from the date of Supply. The bidder** is required to submit compliance to this clause as per Annexure- VI.
- (vi) The bidder shall upload the compliance of this ATC along with GEM Bid

3.0 Bidder shall submit the detailed BOM of the equipment offered duly verified and certified by the respective OEM.

4.0 GST registration certificate of vendor should be provided from where goods will be supplied.

5.0 Tender Cost: NIL

6.0 Estimated cost of the Tender is Rs. 27,21,492/- (Tax inclusive).

7.0 Earnest Money Deposit (EMD): Earnest Money Deposit (EMD):

- (a) A sum of **Rs 54,500/-** for respective tendered section should be deposited as in form of Demand Draft in favour of "RailTel Corporation of India Ltd." payable at New Delhi or Online Transfer in RailTel Bank A/c as per detail given below:

Name of Bank: **State Bank of India.**

Name of the Account Holder: **RailTel Corporation of India Limited**

Account Number: **44105658136**

IFSC: **SBIN0004079**

Branch Code: **Commercial Branch (04079)**

Branch: **6th Floor, Palm Court Building, Mehrauli Road, Near MDI, Gurugram-122001 (Haryana), India.**

- (b) Proof of payment shall be submitted online on GeM portal & Original DD should reach at RailTel Corporation of India Limited, Northern Region office, 6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi-110053 before the date of opening of Tender. No interest is allowed on this Deposit and RailTel Corporation reserves the right to forfeit this Deposit if the successful tenderer fails to submit the Security Deposit required by the terms and conditions of the tender. Tenders not accompanied by Earnest Money Deposit will be summarily rejected.

- (c) The EMD shall be taken from all tenderers against advertised tenders subject to the following exceptions:

- a. Micro and Small Enterprises (MSEs) registered under Udyam Registration.
- b. Startups as recognized by Department of Promotion of Industry and Internal Trade (DPIIT).

Note: 1) In case the tenderer falls in this category, the bidder should furnish a certified copy of its valid registration details.

2) The tenderer shall submit bid security declaration on non-judicial stamp paper of Rs.100/- as per Annexure-IX on GeM portal failing which bid shall be summarily rejected.

- (d) The bidder seeking EMD exemption must submit the valid supporting document for the relevant category. 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.
- (e) No exemption is, however, applicable to these units from payment of security deposit/ Performance Bank Guarantee.
- (f) The Bid received without EMD/ documentary proof of exemption of EMD as per above clause will be **summarily rejected.**

- (g) Earnest Money of the unsuccessful bidder will be discharged/returned as promptly as possible. No interest shall be payable on the EMD.
- (h) This bid complies with “Public Procurement (preference to make in India) Policy Order, 2017 or latest issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order,2012” or latest issued by MoSME.” The bidders claiming the preference have to submit relevant documents prescribed under relevant order.

8.0 Technical Eligibility/Evaluation/Qualification Criteria:

8.1 Eligibility Criteria for OEM (Firewall):

- The equipment offered by the OEM or equipment of the same series/family from the same OEM should have been satisfactorily working in Government/PSUs/Telecom Service Providers network for at least 12 months as on opening of bid, in India or Abroad. The certificates from the actual users will have to be submitted online.
- The OEM should have supplied at least 35% of the tendered quantity (rounded to the nearest whole number) of the equipment offered or equipment of the same series/family during last preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid to Government/PSUs/Telecom Service Providers. OEM should submit self-certificate with proper contact details of clients along with quantities supplied (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.). The same should be issued by authorized signatory.
- The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing of **Firewall** and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Repair, Service Center Supports for at least past three years in the country from where the proposed equipment are planned to be supplied. In case OEM is located outside India, it should have training repair and service center facilities in India also. The certificates/Undertaking for the same will have to be submitted online.

(The bidder will have to submit the proof of establishment for the facility)

8.2 Eligibility Criteria for Bidder:

The bidder / OEM (themselves or through reseller(s) having valid authorization of OEM) should have executed projects for supply of the same or similar category Products during preceding 03 (three) financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

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

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

Note: In case a contract is started prior to 03 (three) years, ending on the date of opening of bid, but completed in last 03 (three) years, ending on the date of opening of bid, the completed work shall be considered for fulfilment of credentials.

In case a tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of

quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate).

The above technical Eligibility Criteria is also applicable for Startup Bidder also.

8.3 Definition of similar work:

#Similar Work# Supply/Supply and Installation of Firewall for any Government department or Public Sector Units or public listed companies as per note below

Note: Work experience certificates from private individuals shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed TELCO, work experience certificate issued by Public listed company having average annual turnover of Rs 500 Crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

8.4 Financial Criteria for Bidder:

The bidder should have a minimum cumulative turnover from operations in the previous three financial years and the current financial year, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.

Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.

- (i) Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where, the relevant date shall be as on the last day of month previous to the one on which a tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

8.5 Financial Criteria for Startup:

The condition of prior turnover may be relaxed for Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 of GFR 2017). As per Department of Expenditure's OM No. F.20/2/2014-PPD dated 20.09.2016, relaxation regarding the prior turnover is applicable only to all startups recognized by Department of Industry & Internal Trade (DPIIT) subject to meeting of quality and technical specifications. Startups may be MSMEs or otherwise. Bidder should have authorization specific to this tender from respective OEM as per

Annex- VI.

The tenderer must have received annual turnover of minimum 50% of the advertised value of the tender for which they are participating in the past three financial years & current year before the date of opening of tender.

Note: -Firms claiming these relaxations are required to submit, along with their offer, a copy of current and valid Start-up registration certificate otherwise their offer would not be considered for relaxation. All other terms & conditions will remain the same.

8.6 All the suppliers shall certify that they are not blacklisted or debarred by RailTel or Railways or any other ministry/Department of the Govt. of India from participation in tenders/contracts on the date of opening of bids in their individual capacity.

8.7 The **Tenderer** shall quote Total all Inclusive Rate on C.I.P. destination basis clearly Indicating the breakup of rates, applicable duties, taxes, etc.

8.8 The **Bidder** should be **OEM or System Integrator authorized by OEM for Supply and Warranty/AMC Support for the Firewall.**

In case of System Integrator, Bidder should have authorization specific to this tender **Firewall's OEM** as per Annex-IV.

9.0 **Validity of offer:** Validity of offer: **60 days (Sixty days only)** from the date of opening of tender.

10.0 **Issue of Purchase Order:**

10.1 Prior to the expiry of the period of bid validity, **the successful bidder shall be intimated through email.** Communication of acceptance of offer is considered complete as soon as it is **received and accepted by the bidder either on email of authorized person of bidder or physical acceptance of PO whichever is earlier.** Hard copy is to be sent by courier/ by Registered post/ by hand. In the same communication, the successful tenderer is to be instructed to furnish the required performance security within 15 days of issue of PO after finalization of tender. **All deliveries will be counted from the date of PO.**

10.2 Tenderers may be asked for staggered delivery of the stores, if required, based on site requirements and same shall be advised with issue of purchase order.

11.0 **Payment Conditions:**

a) **80% payment against part/full supply of the ordered quantity. In case bidder completes the supply, order but installation is pending, he can claim part payment of 80% against each SOR for which supply has been completed. Balance payment shall be made after full supply and installation.**

b) **100% payment on full supply & installation.**

The following documents are to be submitted for payment: -

- a. Original Tax Invoice indicating inter alia description and specification of goods, quantity, unit price, total value etc.
- b. Delivery Challan.
- c. E-Way Bill.

- d. Original Consignee receipt for receipt of goods in good condition.
- e. Original Inspection Certificate.
- f. Warranty Certificate of OEM (Firewall) and for balance items
Warranty Certificate of Bidder.
- g. Proof of PG/SD submission.
- h. Insurance Policy as per Clause-25 of ITB.
- i. Packing list.
- j. Declaration of non-applicability of e-invoicing, if applicable.
- k. Declaration regarding 206AB/206CCA of IT act.
- l. Railway/Transporters Receipt/Consignment Note.
- m. Bill Passing Authority: Sr. DGM/ Proc.
Bill Paying Authority: JGM /Finance

c) AMC Payment Terms:

- i) AMC charges shall be paid on quarterly basis by RailTel after successful completion of maintenance support as per clause no.19 of the ITC, of that quarter on submission of the following documents subject to any deductions or recovery which RailTel may be entitled to make under the contract:
 - Invoice, Monthly trouble ticket & repair report, supporting documents for back to back arrangement with OEM for Long Term Maintenance Support for complete AMC period for full quantity of all the items covered in the SOR along with serial numbers.
 - Certification by site In-charge for successful AMC services
- ii) **Bill Passing & Paying Authority:** Bill passing and paying authority for the AMC under SOR is Sr. DGM/Proc./NR and JGM/Finance/NR. All Bills shall be submitted to the Site In-charge of Lucknow Territory, for certifying and verification and onwards submission to Finance Department of RailTel for releasing the payment. Monthly reports will be shared with RailTel. Format will be mutually decided by RailTel and Contractor.

12.0 The tenderers shall submit a certificate on paper stating that they are not liable to be disqualified, and all their statement/documents submitted along with bid are true and factual. The standard format of the certificate to be submitted online by the bidder is enclosed as **Annexure-V. Non submission of certificate by the bidder shall result in summarily rejection of his/their bid.** It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting **documents duly self attested** by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

The RailTel (RCIL) reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel (RCIL), make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the RailTel (RCIL) shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the RailTel thereunder.

In case of any wrong information submitted by the tenderer, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of

contract forfeited, and agency barred for doing business on RailTel (RCIL) for 2 (Two) years.

13.0 Online Submissions:

The bidder is required to upload and submit the following documents online before due date & time of bid:

- i. Offer letter as per Annexure-II.
- ii. EMD Submission details.
- iii. BOQ of offered equipment.
- iv. Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC documents.
- v. Data Sheet of offered equipment.
- vi. Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- vii. Technical Compliance of all Specification of items as per GeM Bid and ATC documents.
- viii. Certificate from the End user against the Eligibility criteria for OEM para 11.
- ix. Proof of document required against Eligibility criteria of OEM and Bidder vide para 11 & 12 respectively.
- x. **OEM Declaration for (Firewall) should have End of Life (EOL) as per Annexure-VI.**
- xi. MAF/OEM Authorization as per para 12.3 and Annexure-IV.
- xii. Notarized affidavit on a non-judicial stamp paper as per Annexure-V.
- xiii. Compliance to clause-2(v) as per Annexure-VI.
- xiv. Certificate as per Annexure-VII.
- xv. Nil Deviation as per Proforma attached in Annexure-VIII.
- xvi. Bid Security Declaration as per Annexure-IX.
- xvii. Local Content declaration as per Annexure - X
- xviii. Power of Attorney as per clause 14.

NOTE: i) The bidder is required to give acceptance of all the clauses mentioned in the “Information to the Bidders” document is mandatory. Any deviation / non-acceptance may lead to rejection of the bid.

2) Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com only.

3) This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against GeM Bid No: _____.

14.0 Power of Attorney:

Power of attorney in favor of the signatory duly authorizing the signatory shall be submitted online before the due date and time of submission of the e-Tender and Original copy is needed to be submitted by the successful bidder before issuance of PO.

15.0 Delivery period: 60 days (Sixty days only) from the date of issue of PO at consignee address as per Annexure-XI.

(i) Quantum LD:

If the supplier fails to deliver the stores or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights recover from the Contractor, as agreed,

the LD a sum equivalent to 0.5 (half) percent of the prices of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver, within the period fixed for delivery in the contract or as extended for each week or part of a week, during which the delivery of such stores may be in arrears, where delivery thereof is accepted, after expiry of the aforesaid period. The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract.

16.0 Security Deposit/Performance Guarantee:

- a. On receipt of the Letter of Acceptance of Tender from the RailTel, the successful Tenderer should give a Performance Guarantee in the form of BG/DD/Banker's Cheque in favour of RailTel Corporation of India Limited payable at New Delhi from State Bank of India/any Nationalized Bank or from any Scheduled Bank, amounting to 5% of the contract/PO value subject to upper ceiling of Rs. 5 Crores rounded off to the nearest higher Rs. 1000 (Thousand) with validity 3 months beyond warranty period of supply.

Note: Performance guarantee for less than Rs. 5 Lacs has to be submitted in the form of DD/Banker's Cheque/NEFT only.

- b. The successful bidder shall have to submit a Performance Guarantee (PG) within 15 (fifteen) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 15 (fifteen) days and up to 30 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement and it should remain valid for a period of 90 (ninety) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations allowing claim period of one year (in the event of forfeiture of the bank guarantee) on top of the guarantee period. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e., from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. *The failed contractor shall be debarred from participating in re-tender for that work.*
- c. The Performance Guarantee should be furnished by the successful contractor after a letter of acceptance has been issued. The PBG will be returned only after fulfillment of contractual obligations.
- d. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of the bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

It is advised that along with physical BG, online facility has been activated to view the issued BG cover message transmitted to ICICI Bank through SFMS platform. For availability of this facility, it is necessary that BG issuing/amending bank send the BG advice in the form of message format IFN 760COV/IFN 767COV via SFMS (Structured Financial Messaging System) as provided by RBI.

In this connection, all the vendors/contractors (applicant of BG) to update below details at time of submission of BG issuance/amendment request to their respective banks with immediate effect for online SFMS confirmation using the plate form:

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.

It may please be noted that the issuing bank while issuing/amending the BG, should ensure that the above information is correctly captured in the message i.e., IFN 760COV/IFN 767COV

- e. Performance Guarantee shall be released after satisfactory completion of the work, maintenance period and expiry of the warranty period and issue of the certificate of final acceptance of the entire system.
- f. Wherever the contracts are rescinded, the security deposit should be forfeited, and the Performance Guarantee shall be en-cashed and the balance work should be done separately.
- g. The Engineer shall not make a claim under the Performance Bank Guarantee except for amounts to which the RailTel is entitled under the contract (Notwithstanding, and /or without prejudice to any other provisions in the contract agreement) in the event of:
 - (i) Failure by the contractor to extend the validity of the Performance Bank Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Bank Guarantee.
 - (ii) Failure by the contractor to pay RailTel any amount due either as agreed by the contractor or determined under any of the clauses/conditions of the agreement, within thirty days of the service of the notice to this effect by Engineer.
 - (iii) The contract being determined or rescinded, the Performance Bank Guarantee shall be forfeited in full and shall be absolutely at the disposal of the RailTel Corporation of India Ltd.
- h. No interest shall be paid on the amount of earnest money and Performance Security held by RailTel, at any stage.

17.0 Inspection of material:

17.1 The Inspection shall be carried out by the Inspecting Authority authorized by RailTel.

17.2 In case material/equipment fails during inspection, the fresh lot of the same material/equipment shall be offered without any extra cost, by the manufacturer/supplier. In such a case, the total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's / supplier's account/cost.

17.3 Inspection of the material including that of raw material if deemed required shall be conducted by approved Govt. inspecting authority of reputed agency like RITES or any other agency/ representative authorized by RailTel in exceptional circumstances. The inspection shall be conducted by inspecting authority as per required test procedures /test plan/specifications for ensuring that the material offered meets the required specifications.

17.4 **Finished** products shall be tested 100% by the factory QC personnel before being offered to RailTel for acceptance to ensure that they meet all quality requirements as per the relevant specifications. Duly filled in test formats indicating the results of such tests shall be submitted along with material offered for inspection to RailTel.

The inspection of Electronics items shall be carried out as per specifications.

18.0 Warranty: The hardware for the firewall is to be warranted for 1 years from the date of

Installation. The supplier shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings.

The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet Cards/Modules requirements, inadequate contact protection, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

19.0 Detailed standard conditions applicable for the OEM support:

This document contains the standard conditions applicable for the support Contract between RailTel and the Contractor. Contractor is defined as the company who has entered into Contract with RailTel for products / equipment's deployed over the RailTel telecommunication network and the warranty of these equipment's has expired. All the equipment's / cards / modules given in SOR will be covered under this contract. Any addition or deletion will be decided mutually by RailTel and the contractor. This document will also cover up the Repair and Return / Replacement services for the rectification of defective modules/cards/parts etc. which are the key tools in use for uninterrupted traffic. It also includes the Key performance parameter which will decide the outcome of the contractor within reasonable time frame along with the provision of penalties. This Annual Maintenance Contract will cover the following services:

- (i) Technical Support service.**
- (ii) Repair and Return / Replacement Service.**
- (iii) Software Updates.**

19.1 Basic Definitions and terminology Used:

RailTel: RailTel Corporation of India Limited having its registered office at 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053 and Corporate Office at Plot No. 143, Institutional Area, Sector-44, Gurugram-122003.

Contractor: Contractor means firm/company who has entered into Contract with RailTel for Long Term Maintenance Support of equipment deployed over the Telecommunication Network of RailTel.

OEM: OEM (Original Equipment Manufacturer) means firm/company whose equipment are proposed to be covered under this tender.

TSC: Technical Support Center created by the Contractor/OEM for 2nd level support.

TEC: Telecom Excellence Center created by the Contractor/OEM for 3rd level support.

WC: Welcome Center of Contractor/OEM through which the RailTel may interact with Contractor/OEM.

AR: Assistance Request created by WC of Contractor/OEM for a specific request of RailTel which will be used for all references until its closure and also for future correspondence.

Maintained Products: Details of equipment's with location wise deployment and serial identification numbers to be incorporated in a statement jointly signed by RailTel and Contractor, which will be covered under AMC contract.

Severity Levels: Severity Levels are defined as the condition of the system when RailTel submits an

Assistance Request (AR). There are three severity levels for reported problems. Severity levels are defined as follows:

“Critical” (also known as Severity Level 1, SL1): The system is inoperative and RailTel’s inability to use the product has a critical effect on RailTel’s operations. This condition is generally characterized by complete system failure and requires immediate correction.

“Major” (also known as Severity Level 2, SL2): The system is partially inoperative but still usable by RailTel. The inoperative portion of the product severely restricts RailTel’s operations, but has a less critical effect than a severity level 1 condition.

“Minor” (also known as Severity Level 3, SL3): The system is usable by RailTel, with little or limited impact to the function of the system. This condition is not critical and does not severely restrict overall RailTel operations.

RailTel shall inform the severity based on above definitions, at the time of opening of AR with Contractor/OEM’s TSC. If TSC feels to disagree on the severity, may discuss with RailTel on correction of severity. Where parties disagree on the classification of a particular reported problem, RailTel and Contractor/OEM’s technical contacts will discuss the classification in good faith to reach a mutually acceptable classification. In the event, the parties are unable to reach agreement on the classification, the reported problem shall be classified at the discretion of RailTel

Key Performance Indicators (KPIs):

The key performance indicators (KPI) established by contractor and RailTel, are dependent on the severity level of the request as reported by RailTel to the TSC through telephone. Contractor’s KPIs extend to Maintained Products running on a currently supported software version release only. These are KPIs which will decide the penalties to be imposed on contractor if he fails to achieve the fixed parameter for both remote services and Repair & Return services.

“Response Time” (also known as Specialist Call-back) means the time period from when RailTel first notifies the Contractor/OEM’s welcome center of a reported problem to when contractor’s/OEM’s expert attempts to contact RailTel via telephone or preferred contact method as defined when submitting the request.

“Restore Time” (also known as Remote Neutralization) means a measure of the length of time from when contractor/OEM is contacted and an event is determined to be loss of service and/or functionality affecting, to the time when contractor/OEM provides the means to return a system to operational status. This will be applicable only for services impacting cases. Travel time of field’s engineers or TSC engineers and spare arrangement times will be excluded in this.

Resolve Time (Also known as Final Resolution Time) means a measure of the length of time from when RailTel first notifies the contractor/OEM’s welcome center to the time when a solution to address the issue is made available to RailTel. This may or may not occur simultaneously with Restore Time.

Patch Releases/Maintenance Releases:

“Patch Release” means a software release that contains minor modifications to address a specific problem and help restore a system. A Patch Release may also be known as “Craft Release”.

“Maintenance Release” means a software release that contains modifications intended to resolve problems that prevent products from performing up to the manufacturer’s technical specification. Typically they are comprised of a collection of Patch Releases. Maintenance Release may also be known as an “Update Release” or a “Point Release”.

19.1 Technical Support Service: -

During this AMC period, whenever needed, RailTel may contact the Contractor's Support center (WC) through a dedicated phone no. or e-mail address or Web for every issue or request. The Welcome Center of the Contractor (WC) and OEM will be available 24 hours a day and 365 days of the year. Welcome Centre creates the Assistance Request (AR) in the database, and this AR will be used for all future correspondence /references and it will route either for Repair or Return services or to Technical support center (TSCs) for remote assistance. These level 2 services provided through Technical support center may escalate to Technical Experts center or to OEM dedicated technical support centers (for OEM support for hardware and /or software portion of the products).

The Welcome Centre of contractors (WC) keeps track of the assistance request (AR) or part request until closure.

Normally RailTel will contact WC of the Contractor to report any issues related to its network. But, in some emergency cases when it is not possible to contact WC or concerned team of contractors, RailTel shall report/escalate the issue directly to the OEM. For this purpose, bidder shall submit its escalation matrix along with the escalation matrix of the OEM.

19.2 Contractor's responsibilities:

Contractor/OEM shall login to RailTel Network in support of product related questions troubleshooting assistance, diagnostic procedures, and Patch & Maintenance Releases, as are made available, to restore and resolve network troubles. The following services will be provided:

- i) Troubleshoot network problems via phone, virtual private network, or modem connection down to Maintained product component level, or sufficiently to the maintained products as the root cause.
- ii) Provide technical advice and guidance via telephone or email by Contractor's product specialists located in their Technical Support Centers (TSC). Upon request from RailTel, RailTel will receive information, advice and assistance for the Maintained Products.
- iii) Provide Patch & Maintenance Releases for Maintained Products, as provided in accordance with the applicable product software support policy. For selected products noted on Maintained Products Contractor will remotely install software fixes, patches, and updates that may be made available.
- iv) For Severity Level Critical (Severity 1) and Major (Severity 2) will restore Maintained Products to operational status by identifying defective hardware components or providing software and/or procedural workarounds, where feasible. All software workarounds will be licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the software was acquired.
- v) The Incharge of **Lucknow/Territory** shall fill up the history sheet containing the statistics about the health of equipment's installed at the concerned site and send a report, on monthly basis. Based on this history sheet the contractor shall analyze the health report of each site and if something alarming or unusual is noticed, shall advise the **site incharge** of RCIL to take necessary actions for preventive maintenance of such equipments. The Proforma for checking the status/history sheet shall be jointly decided by the contractor and RCIL.

19.3 Software Update:

RailTel will be extended the benefits of software updates made by OEM on the installed systems on existing release from time to time to improve performance. If required to restore or rectification of severe problems all the software upgradation, re-installation will be done by contractor during the period of AMC.

19.4 RailTel Responsibility: -

When reporting an AR, RailTel shall include Severity Level of problem and output of any diagnostic, printed logs, already performed to help reproduce the conditions under which the trouble occurred. Identify site ID or contact number, submitter name & location, callback telephone number and/or email address, system name and location, processor location, type and serial number, and alternate contact.

- (i) RailTel will notify contractor in writing immediately of any change in the employment or authorization status of any personnel having authorized access to the Web site.

- (ii) RailTel will provide remote access to Contractor/OEM's TSC to access their network through a secure connection.
- (iii) RailTel will perform first level diagnostics before handing over the ticket to the Contractor. RailTel will share all network layouts, link details etc. which may be needed by Contractor to help troubleshooting the issue.
- (iv) RailTel will provide all necessary documents for repair of cards.
- (v) RailTel will provide all necessary technical field support in the form of field technical staff equipped with necessary equipment etc. to give remote access to Contractor.

19.3 Repair and Return / Replacement Services

19.3.1 Contractor's Responsibility: -

The Contractor will take- over the defective cards/SFPs from each of the RailTel sites/PoP/Customer-premises as mentioned in consignee and hand-over the repaired card at the same location. The following activities will be performed by the contractor:

- 19.3.2 After receiving a defective part request from RailTel through Welcome Centre (dedicated phone line or e-mail), the defective part will be taken over by the contractor from the Railtel installation sites. All the documentation, including identification number (Serial number) will be provided by RailTel.
- 19.3.3 There will be initial one-time activity of all existing faulty cards being repaired by Contractor before commencement of the AMC. AMC will cover only equipment which are in working condition. The list of existing faulty cards/parts will be shared by RailTel with the contractor.
- 19.3.4 **Delivery Period:** The defective part received will be Repaired/Replaced by the contractor within NBD. The contractor will also give probable reasons for repeated failure cards/modules.
- 19.3.5 The penalties mentioned below will be applicable for not replacing the faulty part within mentioned time period. The contractor will also give probable reasons for repeated failure of cards/ modules.
- 19.3.6 **Uninterrupted Network:** For smooth and uninterrupted traffic during the repair /replacement being carried out by the contractor.
 1. RailTel will use its own spare card if faulty card is not replaced immediately by the contractor.
 2. All transportation, freight and insurance charges will be borne by the contractor.
 3. Contractor will keep the record of repair on each defective part/cards/SFPs with serial numbers (unique identification) particulars.

19.4 RailTel's Responsibility

RailTel will hand over the defective card/SFP/Parts/etc. to the contractor's authorized representative from the RailTel site of installation/customer along with the following relevant information & documentation.

- Identification/serial number and location of use.
- Fault report document duly filled-in in a format as per requirements of Contractor.

- All relevant documentation including failure description, diagnostic test results.
- Adequate packing material to protect against reasonable risk of damages.
- Provide all necessary government authorization and documentation necessary to facilitate custom clearance processing.
- Perform a physical check test on the repaired parts.

19.5 Return

If any part goes beyond repair due to Contractor at the time of repair being carried out, this is to be communicated to RailTel and after agreed upon, it will be labeled as “unworkable”. If it will be required to deploy a new part on that location that will be provided by the contractor to RailTel free of cost. To achieve this and to fulfil replacement service, contractor is required to always keep adequate spares with it during the period of AMC. However, this excludes damaged, spoiled, rusted or misused parts. Any such parts will not be repairable, and no replacements shall be provided by contractor. RailTel will have to purchase fresh spares in case the cards are non-repairable due to these reasons.

19.6 Services Level Agreement Values (SLA):

As described above, if the contractor fails to provide the Technical Support Services and Repair / Replacement services within the reasonable time, the following KPIs will be used:

19.7 Technical Support Services:

During this AMC period, whenever needed, RailTel may contact the Contractor’s/OEM Support center through a dedicated phone no. or e-mail address or Web for every issue or request. The support Centre of the Contractor will be available 24 hours a day and 365 days of the year.

19.8 Repair and Return / Replacement Services:

During LONG TERM MAINTENANCE SUPPORT, if the Bidder fails to replace card/Part within 10 Working days as in para 4 above, the following penalties will be imposed:

Equipment	Duration of repair	Deduction/Penalties
All Modules and accessories	More than NBD and up to one week (from the date of receipt)	2% of the cost of affected part/module
All Modules and accessories	More than one week and upto two weeks (from the date of receipt)	5% of the cost of affected part/module
All Modules and accessories	More than two weeks and upto three weeks (from the date of receipt)	8% of the cost of affected part/module
All Modules and accessories	More than three weeks (from the date of receipt)	10 % of affected part/module

Note:

19.8.1 In event of that bidder fails both service SLA and replacement services the maximum aggregate penalties would be limited to equipment cost.

19.8.2 OEM should provide facility to RailTel in direct faulty cases open for TAC Support in case of

emergency.

20.0 TReDS Platform:

- 20.1 RailTel is registered with m1xchange TReDS platform having buyer registration number "BUYER00001496". The URL for m1xchange platform is <https://m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by m1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.
- 20.2 MSE vendors will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting charges, Interest on financing, or any other charges known by any name shall be borne by MSE vendor.
- 20.3 MSE vendor hereby agrees to indemnify, hold harmless and keep RailTel and affiliates, Directors, Officers, representative, agents and employees indemnified, from any and all damages, losses claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS platform or from the use of Services from the Buyer's breach of any of the terms and conditions of the Usage terms or of this agreement and any applicable Law on a full indemnity basis.
- 20.4 RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damage for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

21.0 (a) Public Procurement Policy for Micro and Small Enterprises (MSEs): Applicable as per Government of India (GOI) guidelines.

(b) Make in India (MII): Applicable as per Government of India (GOI) guidelines and Local Content declaration as per Annexure - X.

22.0 Taxes & Duties:

The price quoted in the offer should be firm, fixed, indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.

- 22.1 Bidder shall issue a valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of Contract. GST will not be reimbursed in the absence of a valid tax invoice.
- 22.2 For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- 22.3 If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, or penalty as applicable under the GST Act.
- 22.4 In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to

disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.

- 22.5** Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST along with respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient).
- 22.6** Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- 22.7** The imposition of any new tax and/or increase/ in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of the tender, the bidder has to pass on the benefits to RailTel.

23.0 Restrictions under Rule 144(xi) of GFR, 2017:

Rule 144(xi) of the General Financial Rules (GFRs) 2017 imposes restrictions on procurement from bidders from countries that share a land border with India. This rule requires such bidders to be registered with the Competent Authority before they can participate in bidding for government tenders. .

24.0 Insurance:

The Contractor shall take out and keep in force a policy or policies of insurance from the date, the delivery of material starts (including the transit portion) against all liabilities of the contractor or the Purchaser. The contractor shall take out and keep in force a Policy or policies of Insurance for all materials covered in schedule of requirement irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such material are provisionally handed over to RailTel. The contractor should insure the stores brought to site against risks as required under the Emergency Risk (Goods) Insurance Act in force from time to time up to contract value.

25.0 Force Majeure:

- (i) A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs, and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such

a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

- (ii) Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

26.0 Breach of Contract, Remedies and Termination:

- (i) In case the contractor is unable to honor important stipulations of the contract or gives notice of his intention of not honoring or his inability to honor such a stipulation, a breach of contract is said to have occurred. Mostly, such breaches occur in relation to the performance of the contract in terms of inability to supply the required quantity or quality. It could also be due to breach of ethical standards or any other stipulation that affects Procuring Entity seriously.
- (ii) The purchaser or its authorized representative is not to enter into correspondence after expiry of the delivery date stipulated in the contract because such a correspondence will keep the contract alive and would amount to abrogation of the purchaser's right and remedies for delays by the contractor. This situation will not allow the purchaser to cancel the contract straight away without first serving a performance notice to the supplier. However, even after expiry of the delivery period of the contract, the purchaser may obtain information regarding past supplies, and so on, from the supplier, simultaneously making it clear to the supplier that calling of such information is not intended to keep the contract valid and it does not amount to waiving the breach and that it is without prejudice to the rights and remedies available to the purchaser under the terms of the contract. As soon as a breach of contract is noticed, a show cause notice should be issued to the contractor reserving the right to implement contractual remedies. If there is an unsatisfactory resolution, remedial action may be taken immediately. The CA may terminate a contract in the following cases.

26.1 Cancellation of Contract for Default:

- (i) Without prejudice to any other remedy for breach of contract, such as removal from the list of registered suppliers, by written notice of default sent to the supplier, the contract may be terminated in whole or in part:
 - a. If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted; and
 - b. If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted.
 - c. If the contract is terminated in whole or in part, recourse may be taken to anyone or more of the following actions:
 - 1. Forfeiture of the performance security.
 - 2. However, the supplier shall continue to fulfill the contract to the extent not terminated.
- (ii) Before cancelling the contract and taking further action, it may be desirable to obtain legal advice.

26.2 Termination of Contract for Insolvency

If the supplier becomes bankrupt or becomes otherwise insolvent or undergoes liquidation or loses substantially the technical or financial capability (based on which he was selected for award of contract), at any time, the contract may be terminated, by giving a written notice to the supplier, without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to RailTel.

26.3 Termination of Contract for Convenience

27.0 Settlement of Dispute:

27.1 For all commercial contracts with Private entities:

In case of any dispute concerning this order both the supplier 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. Arbitrator shall be appointed by Managing Director, RailTel Corporation of India Limited.

27.2 For all commercial contracts with Public Enterprises/ Govt. Departments:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprise. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively? The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

28.0 Other Particulars to be enclosed along with tender:

The following details should also be enclosed along with the tender: -

- i) Performance statement of last three years for supply of same or similar items to Railways, BSNL, MTNL, Government PSU's & Telecom Service Providers. This Performance Statement is to be submitted in the following format: -

Year	PO. No. & Date with description of item	Name of the purchaser	Qty. ordered	Date of delivery in the Purchase Order	Qty. supplied within scheduled date of delivery	Qty. supplied during 1st extension	Qty. supplied during 2nd extension	Qty. supplied during 3rd extension
1	2	3	4	5	6	7	8	9

They may be deprived of any order against this tender if the information furnished is found to be incorrect later on. Correct status/supply position of pending orders, if any, should be invariably indicated. Supporting documents are to be enclosed. Photocopies of the supply/purchase orders along with the Inspection Certificates and Receipt Notes should be enclosed for ready reference, along with tender to substantiate their past performance.

- Complete Tender documents duly signed & stamped on each page in token of acceptance should be submitted online.

29.0 RailTel's Contact Person /Designation: (for General Information):

Mr. Vachaspati Bhardwaj, Spl. Asstt. General Manager/Projects Mobile: 9717612008 E-mail ID: vachaspatibhardwaj61@railtelindia.com	Shri Vikas Singh, Sr. Dy. General Manager /Procurement Mobile: 9717644156 E-mail ID: vikas@railtelindia.com
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Note: In case, if there is any contradiction between GeM's General Terms & Conditions, RailTel's Additional Terms & Conditions will prevail.

Technical Specifications

1. All Equipment should be:

- i. With 1 Years’ Hardware Warranty from date of Installation.
- ii. Equipped with necessary hardware/software to comply all above required/support features.
- iii. Back-to-Back warranty with respective OEMs for both Hardware and Software. The certificates/Undertaking for the same will have to be submitted along with bid from respective OEM. Hardware and Operating System for Network Devices should be from the same OEM. Disaggregated solution shall not be acceptable.
- iv. OEMs should have their spare depots in India and location & address for same need to be submitted.
- v. OEMs should have 24*7 TAC support in India. Relevant document in support of the same shall be submitted.
- vi. Bidder/OEM can offer third party grey optics, but it should be fully compatible with the offer equipment.
- vii. UL, CE and FCC Certification is not required for PMA. However, they have to produce certificate from standard lab approved/ authorized by Govt. of India that their product are equivalent to UL, CE and FCC and meets all standard and specification of UL, CE and FCC.

2. SOR wise details are as:

SOR Item no.	Item Description	UoM	Qty.	MAF Required	Minimum -End Of Life (yrs)	Offered Make & Model by Bidder
SOR-1	Firewall (with 5-year protection Subscription)	No.	1	Yes	5	
SOR-2	AMC of Firewall (2 nd year to 5 th year) @5% PA	No.	4	Yes		

Technical Specification of SOR Items

SOR-1: Firewall specification

S. No.	Firewall Technical Specifications	
1	Hardware Specification	Compliance (Yes/NO)
1.2	Next-Gen Firewall appliance should have minimum preinstalled 8 x 2.5 GbE copper ports, 1 x 1 GbE SFP ports, flexible to use any port as LAN, WAN, or DMZ ports, 1 x COM, RJ45, 1 x USB	
1.3	64 GB SSD or higher with local storage for logging, reporting and email quarantine purpose. In absence of local storage vendor can suggest external logging solution with storage capacity of 500 GB and above.	
2	Performance Requirement	
2.1	Next-Gen Firewall appliance should have minimum performance like Firewall throughput 18 Gbps, NGFW throughput 4 Gbps, IPS throughput 4.5 Gbps, Concurrent Connections 5.5 million, New Sessions Per Sec 70K, IPsec VPN throughput 15 Gbps, Threat Protection throughput 3.5 Gbps, SSL/TLS Inspection throughput 1.2 Gbps. The NGFW must support a minimum of 600 concurrent users (\approx 900 endpoints), including full security services (IPS, AV/ATP, App Control, Web Filtering, SSL inspection). Licenses should be sized for \geq 600 users. Allow 25% headroom for growth.	
3	Proposed Firewall should have below feature	
3.1	Should supports routing: static, default, multicast (PIM-SM) and dynamic (RIP, BGP, OSPF) and DoS attacks and port scan blocking	
3.2	Proposed solution should have features like restricting network traffic from specific Country or Continent basis in firewall rule.	
3.3	Proposed solution should have Advanced Threat Protection capability to Detect and block network traffic attempting to contact command and control servers using multi-layered DNS, AFC, and firewall.	
3.4	Web protection feature should have URL Filter database with millions of sites across in categories and file type filtering by mime-type, extension and active content types (e.g. ActiveX, applets, cookies, etc.)	
3.5	Proposed firewall should have control over application traffic based on category/individual application, characteristics, technology and risk level.	
3.6	Gateway level Intrusion Prevention (IPS) should have high-performance with IPS deep packet inspection engine with selective IPS patterns for maximum performance and protection, should have 5000+ signatures and provision to create custom IPS signatures.	
3.7	Should support Site-to-site VPN, Remote access VPN using pre-shared key & Certificate based, L2TP VPN, PPTP VPN, SSL VPN, IPsec on multiple operating system platforms with base license on firewall, without the need additional licenses for VPN client or firewall firmware image.	

3.8	Must have SD-WAN capability and have feature to create SLA profile with Jitter, Latency, Packet Loss. And same should be demonstrated by OEM/Vender in post bid POC if requested.	
3.9	Capable to inspect TLS1.1, TLS1.2 and TLS 1.3 inspection. If required bidders should showcase same	
3.10	Feature Category	Details
	Dashboards	Pre-defined dashboards for: • Network Traffic• Security Events• User Behavior Analysis
	Granular Reports	Detailed reporting for: • Web & Application Usage• IPS (Intrusion Prevention System) • Threat Protection (TP)• Wireless Activity• VPN Usage• Email Security
	Compliance Reporting	Pre-configured report templates for: • HIPAA• PCI-DSS• GLBA CIPA
	Export Options	Ability to export reports in: • HTML• PDF• Excel (XLS/XLSX)
	Filtering Capabilities	Filters for: • Date Range• Severity Level• User• Application• IP Address
3.11	The system should be able to enforce policy based on certificate state (such as invalid date, untrusted issuer, or name mismatch), protocol version, and cipher strength for the purpose of deep packet inspection.	
3.12	Protection against Zero Day Threat, sandboxing with behavior and AI based analysis.	
3.13	Able to authenticate users with local database and also capability to integrate active directory, LDAP server, RADIUS Server, TACACS+ Server and eDirectory, Built in Capability for Multi Factor Authentication for Users without any additional cost	
3.14	Five Year Subscription license for Firewall, Gateway Anti-Virus/ Antimalware, DPI SSL, Web Filtering Service, App Control Service, Advanced Malware Protection, Sandbox Cloud Service, Botnet/C&C protection/ATP, Intrusion Prevention System (IPS), 24x7 support, security and software updates, adv. exchange warranty for the period.	
4	Equipment/OEM should have following certifications; proof should be included as part of technical bid:	
4.1	The NGFW Firewall OS or hardware family should be certified under security related functions EAL4+, ICSA Lab Firewall Certification, MTCTE certification from TEC, OEM should have ISO 9001 and ISO 27001 certification.	
4.2	Manufacturer Authorization (MAF), Escalation Matrix for Support	
4.3	OEM Support (TAC) Presence in India	
4.4	Firewall should be class 1 MII and should submit Make In India declaration in OEM Letter.	

4.5	OEM should not be blacklisted in any Govt/PSU	
4.6	If required, all technically qualified bidders should showcase the product capabilities through a demonstration at our premises	

OFFER LETTER

**Sr. Dy. General Manager/Proc.,
Northern Region, RailTel
6th Floor, 3rd Block,
Delhi Technology Park,
Shastri Park, New Delhi,
Delhi-110053**

Ref: - Tender No. GEM/2026/B/xx Dated: dd. __. __. 2026

It is hereby confirmed that we have understood the terms and conditions of the Tender, have thoroughly examined the specifications, are aware of the nature of the goods & services required and our offer is to supply goods & services strictly in accordance with the requirements, terms & conditions of this Tender. We agree to abide by the terms and conditions of the tender if the contract is awarded to us.

2) We hereby offer to supply the goods and services detailed above or such portions thereof as you specify in the purchase order at the price quoted and agree to hold this offer open for acceptance for a period of 90 days from the date of opening of the bid.

3) Online payment vides transaction No. _____ dated _____ for Rs. __Lacs in favor of RailTel Corporation of India Ltd, towards EMD has been paid through the details as mentioned in tender notice/ tender document. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within 30 days after issue of Purchase Order.

SIGNATURE OF SUPPLIER (S)

Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

- 1.
- 2

Annexure-III

**PROFORMA FOR PERFORMANCE BANK GUARANTEE
PERFORMANCE BANK GAURANTEE BOND
(On Stamp Paper of Rs one hundred)
(To be used by approved Scheduled Banks)**

1. In consideration of the RailTel Corporation of India Limited., 6th Floor, 3rd Block, Delhi-IT-Park, Shastri Park, New Delhi-110053 (Herein after called RailTel) having agreed to exempt(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No.....dated made between.....and..... for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.(Rs only). We.....(indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs.against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We , Bank and our local branch at New Delhi (indicate detail address of local New Delhi branch with code no.) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Tenderer(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Tenderer(s) shall have no claim against us for making such payment.
4. We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the We shall be discharged from all liability under this Guarantee thereafter.
5. We,..... (indicate the name of Bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or

to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

We, the Bank further agree that this guarantee shall be invocable at our place of business at...../New Delhi (indicate detailed address of local New Delhi Branch with code no.). The branch at New Delhi is being advised accordingly.

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

Dated the day of MM, 2026

for
(indicate the name of the Bank)

Witness:

- 1. Signature
Name
- 2. Signature
Nam

Manufacturer Authorization form (MAF)

Sr. Dy. General Manager/Proc.,
RailTel Corporation of India Ltd.
6th Floor, 3rd Block,
Delhi Technology Park, Shastri Park,
Delhi – 110053.

Date: _____

Subject: Manufacturer Authorization form (MAF) to M/s for
Ref: Tender No. GEM/2026/B/xx dated dd. __. __. 2026

Dear Sir,

We, M/s....., are established and reputed manufacturer and service provider of(Product details), having our registered office at

We hereby authorize M/s (bidder name), Office to participate in bid and subsequently upon award of the bid to execute the **“Supply and Installation of Unified Threat Management (UTM) Security Firewall”** of our range of products against your above said bid.

We further extend our warranty for **Five years** for the hardware of our range of products offered by M/s against the above-said bid.

Thanking you,
Best regards,

Authorised Signatory

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

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

I.....(Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),
M/s._____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____
as per the tender No. _____ of (-----Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

- (i) I/We the tenderer (s), am/are signing this document after carefully reading the contents.
- (ii) I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
- (iii) I/We hereby declare that I/We have downloaded the tender documents from electronic-tender portal. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenderers, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
- (iv) 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.
- (v) 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.
- (vi) I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.
- (vii) 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 tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire IR. Further, I/we (*insert name of the tenderer*)** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
- (viii) 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 year on entire IR.

DEPONENT
SEAL AND SIGNATURE

OF THE TENDERER

VERIFICATION

I/We above named tenderer 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 TENDERER

Place:

Dated:

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

OEM'S UNDERTAKING ON LETTER HEAD FOR PROVEN FACILITY, BLACKLISTING, MALICIOUS CODE, IPR & RESTRICTION ON COMPANIES FROM LAND BORDER SHARING COUNTRIES WITHINDIA

(To be signed by the OEM)

To

Sr. Dy. GM/Proc.,
RailTel Corporation of India Limited,
Shastri Park, 6th floor, IIIrd Block,
Delhi Technological Park, Shastri Park,
New Delhi-110053

E-Tender No. GEM/2026/B/xx dated: dd.____.2026

Sub: OEM undertaking

Dear Sir,

Over and above all our earlier conformations and submissions as per your requirements of the RFP, we confirm that,

A. I/We undertake/Certify that

“I/We have proven facilities at.....(Complete Address along with Pin Code) for Engineering, manufacture, assembly, integration, testing and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Logistic Supports for at least past three years in the country from where the proposed equipment are planned to be supplied.”

“In case OEM is located outside India, we have training, repair and service centre facilities in India at(Complete Address along with Pin Code) also.”

B. I/We have not been black-listed or debarred currently by Central Govt./State Govt./CPSU in India or anywhere globally by Government for security reasons either in Individual capacity or as a member of partnership firm/LLP/JV/Society/Trust.

C. I/We Certify that,

(i) All proposed hardware and software components in scope of supplies when shipped by _____, does not contain embedded malicious code that would activate procedures to: -

- a. Inhibit the desired and designed function of the equipment.
- b. Cause physical damage to the user or equipment during the exploitation.
- c. Tap information resident or transient in the equipment/networks.

(ii) I/We, _____ will be considered to be in breach in case physical damage or malfunctioning is caused due to activation of any such malicious code in embedded software and thus be liable to repair, replace or refund the price of the infected software if reported (or, upon request, return) to the party supplying the software to Customer, if different than ____

- (i) Security breach or damages to system, if any, so caused by any embedded malicious code or otherwise, due to the act of either OEM or bidder or both, the OEM as well as the bidder would be considered liable jointly or severally and shall be banned for conducting any business with RailTel. Also the present contract, may liable to be terminated by the purchaser.
- D. I/We have read the clause regarding restrictions on procurement from a OEMs of a country which shares a land border with India; I certify that I/We is/are not from such a country or,if from such a country, has been registered with the Competent Authority, I/We hereby certify that I/We fulfils all requirements in this regard and is eligible to be considered.
- E. Offered Hardware and Software (Firewall) are having End of Life (EOL) not less than years from the date of Supply as prescribed in Annexure - I i.e Item No. ___for not less than ___years & Item No. ___for not less than ___years.

Place:

Date:

Seal and signature of the authorized representative of OEM
Name and Designation of the authorized representative of OEM

**GUIDLINES REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER
WHICH SHARES A LAND BORDER WITH INDIA**

- I. 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 [The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
1. An entity incorporated, established or registered in such a country; or
 2. A subsidiary of an entity incorporated, established or registered in such a country; or
 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 4. An entity whose beneficial owner is situated in such a country; or
 5. An Indian (or other) agent of such an entity; or
 6. A natural person who is a citizen of such a country; or
 7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural

person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Certificate to be given by the Tenderer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and I am eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Certificate to be given by Tenderer for Works involving possibility of sub-contracting:

"I have read the clause 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; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and I am eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

**PROFORMA FOR “NIL DEVIATION COMPLIANCE UNDERTAKING
(To be signed by the Bidder)**

**To,
Sr. Dy. General Manager/Proc.,
RailTel Corporation of India Limited
6th Floor, IIIrd Block,
Delhi Technology Park, Shastri Park,
New Delhi-110053**

Tender Reference No.:

Sub: NIL Deviation Compliance

Over and above all our earlier conformations and submissions as per your requirements of the tender, we confirm that,

1. All SOR item proposed in scope supplies are compliant to the technical specifications of the equipment as mentioned in the Annexure-I of ITB Document.
2. We will also ensure our unconditional compliance of all the terms and conditions as mentioned in the Tender document including all corrigenda.
3. List of deviations (Partial Compliance and Non-compliance) from terms and conditions as mentioned in the Tender document including all corrigenda, if any, is enclosed as Annexure with this form. We understand that any partial compliance or non-compliance, may result in REJECTION of our bid.

Seal and signature of the bidder

Place:

Date:

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

Format for Bid Security Declaration

(On Non-judicial stamp paper of Rs. 100/-)

Whereas, I/We _____ (Name of Agency) has submitted bid for _____ (Name of Work and Tender No.) and whereas Earnest Money Deposit is being exempted in the aforesaid tender to give relief to the bidders as per Govt. of India guidelines due to severe financial crunch on account of slowdown in the economy due to the pandemic,

I/We hereby submit the following “Bid Security Declaration” in lieu of exemption from submitting Earnest Money Deposit:-

1) If I/We withdraw or modify my/our bid during the bid validity period (including extended validity of tender) specified in the tender documents;

Or

2) If, after the award of work, I/We fail to accept LOA/LOI, or to sign the contract agreement or fail to submit performance guarantee or fail to commence the work within stipulated time period prescribed in tender documents;

Or

3) If I/We furnish any incorrect or false statement / information/ document;

Or

4) If I/We hide any relevant information or do not disclose any material fact in the tender;

Or

5) If I/We commit any breach of integrity Pact;

I/We may be disqualified and banned for a period of three years and shall not be eligible to bid for future tenders in RailTel Corporation of India Ltd. for the period of three years from date of issue of such orders.

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative

Name of Firm

Date

Self Certification under Preference to “MAKE IN INDIA” Policy

CERTIFICATE

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s(supplier name) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the material against Tender No

Local Content of SOR item :.....%

Details of location at which local value addition will be made is as follows:

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for upto two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

Annexure - XI

Consignee Details:

Sl. No.	Item	Territory	Consignee Address	Contact Person	State/ GST No.
1	SOR-1&2	LKO	RailTel Corporation of India Ltd., Exchange Building, 1 st Floor, DRM Office, NE Railway, Ashok Marg, Hazratganj, Lucknow-226001	Abhishek Singh	Uttar Pradesh/09AABCR7176C 1ZB

Note: Material may be diverted before supply to any other location in Northern Region as per discretion of Railtel.

CHECK LIST (To be Filled up & uploaded)

List of Documents to be Submitted (Online):

SN	Have you submitted the following documents?	Submitted /Complied or Not	Page No./ref No. of Offer
1.	Offer letter as per Annexure-II & as per clause no. 13(i) of ITB.		
2.	EMD Submission details as per clause no. 7 of ITB.		
3.	BOQ of offered equipment as per clause no. 13(iii) of ITB.		
4.	Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC documents as per clause no. 13(iv) of ITB.		
5.	Data Sheet of offered equipment as per clause no. 13(v) of ITB.		
6.	Financial (Certified copies of audited balance sheets/annual reports for the last three years preceding financial terms) and Technical Eligibility Criteria documents as per clause no. 8.4 of ITB.		
7.	Technical Compliance of all Specification of items as per GeM Bid and ATC documents as per clause no. 13(vii) of ITB.		
8.	Certificate from the End user against the Eligibility criteria for OEM as per para 8.1 of ITB.		
9.	Proof of document required against Eligibility criteria of OEM and Bidder vide paras 8.2 & 8.3 respectively.		
10.	OEM declaration (Firewall) should have End of Life (EOL) as per Annexure - I, Annexure- VI & as per clause no. 2(v) of ITB.		
11.	MAF/OEM Authorization as per para 8.7 and Annexure-IV of ITB.		
12.	Notarized affidavit on a non-judicial stamp paper as per Annexure-V & as per clause no. 12 of ITB.		
13.	Certificate as per Annexure-VI & as per clause no. 13(xiii) of ITB.		
14.	Nil Deviation as per Proforma attached in Annexure-VIII & as per clause no. 13 (xv) of ITB.		
15.	Bid Security Declaration as per Annexure-IX of ITB.		
16.	Local Content Declaration as per Annexure-X of ITB		
17.	Power of Attorney as per clause no. 14 of ITB.		

(END OF TENDER DOCUMENT)
