

**RailTel’s Bid Specific Additional Terms & Conditions**

**Information to Bidder for the “Supply, Installation and Commissioning of UTM/ Firewall”**

**Ref: GeM Bid No. GEM/2024/B/4797804**

**Dated: 02.04.2024**

- 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](http://www.railtelindia.com)*

•

TReDS feature available	Yes, on m1xchange portal  (url: <a href="https://www.m1xchange.com">https://www.m1xchange.com</a> )
-------------------------	---

- 1 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. Thus, all hardware required for enabling the support/feature shall be included in the offer. The technical specifications are mentioned in **Annexure-I**.
- 2 OEM or Authorized dealer/ distributor/ Partner/ Trader authorized by OEM specific to this bids should have a registered office in India to provide sales and 24x7 support in India. The certificate to this effect should be submitted.
- 3 In case of the bidder is Authorized dealer/ distributor/ Partner/ Trader authorized by OEM specific to this bid, a certificate from the OEM to this effect should be submitted as per the **Annexure-II** (MAF).
- 4 GSTIN ID of vendor should be provided from where goods will be supplied.

**5 Delivery Period, Consignee Details, Inspection and Scope of Works**

- 5.1 **Delivery Period:** The supplier will have to supply the material within **90 days** from the date of issue of confirmed PO. If material is not supplied within the approved delivery period, then penalty of 0.5% of undelivered/uninstalled quantity per week to the maximum to the 10% of the contract value will be levied.
  - 5.1.1 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) per cent 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.

**5.2 Name of locations for Consignee Address: As per the Annexure-V.**

**5.3 Inspection:**

Post Receipt Inspection at consignee Site before acceptance of stores: Nominated RailTel Executive by CA.

Supplier should also submit data sheet, guarantee and fitment certificate along with the supply of materials.

**5.4 Scope of Work:** The work covers supplying, installing, testing, and commissioning the goods in accordance with the material schedule.

5.4.1 Schedule of Material will be delivered by tenderer at the consignee locations. Post Inspection, materials will be installed and commissioned at different locations as outlined in Annexure-V.

5.4.2 RailTel will be responsible for the transportation of materials from the Consignee location to the proposed sites for installation and commissioning.

5.4.3 The bidder must notify the RailTel Site In-Charge well in advance in order to install and commission the devices.

5.4.4 The power cable from equipment power card to the rack MCB will be provided by the tenderer. The power cable beyond MCB is not in the scope of tenderer.

**6 Estimated cost of tender & Earnest Money Deposit (EMD):**

6.1 **Estimated cost of tender:** Estimated cost of the Tender is **Rs. 1,77,78,818/-** (Incl. GST).

6.2. **Earnest Money Deposit (EMD): Rs. 3,56,000/-** with Payment online through RTGS/ internet banking in Beneficiary name RailTel Corporation of India Limited Account No. 11037321307, IFSC Code SBIN0001821, Bank Name: State Bank of India, Branch address: Church gate Branch, Maharshi Karve Marg, Mumbai- 400020.

**6.2.1 The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per the GeM General Terms and Conditions.**

**6.2.2 The Bid received without EMD/ documentary proof of exemption of EMD as per above clause will be summarily rejected.**

6.2.3 No exemption is, however, applicable to these units from payment of security deposit/ Performance Bank Guarantee.

6.2.4 Earnest Money of the unsuccessful bidder will be discharged/returned as promptly as possible. No interest shall be payable on the EMD.

- 6.3 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.
- 6.4 MSE vendor 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.
- 6.5 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.
- 6.6 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.
- 7 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.

This bid complies with "Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 or latest regarding restrictions on procurement from a bidder of a country which shares a land border with India".

## **8 Security Deposit/Performance Bank Guarantee:**

The successful tenderer shall submit security deposit in the form of DD or irrevocable Bank Guarantee from any scheduled bank for due fulfillment of contract as per the details given below:

- i. Security Deposit/Performance Bank Guarantee @ 5% of total value of Purchase Order is required to be submitted within 30 days of issue of Purchase

Order with validity of 3 months beyond warranty. Period, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. PBG format specified in **Annexure-IV**.

- ii. The security deposit/PBG shall be submitted to RCIL/WR, Mumbai.
- iii. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract obligations under the contract, duly adjusting any dues recoverable from the successful tenderer. Payment of Security Deposit in the form of Pay Order/Demand Draft should be made in favor of "RailTel Corporation of India Ltd" payable at Mumbai.

**Note:**

1. Any Performance security upto a value of Rs.5Lakhs is to be submitted through online transfer only
2. No interest shall be paid on the amount of Performance Security held by RailTel, at any stage.

**9 Eligibility Criteria:**

**9.1 Technical Eligibility for Bidder:**

The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

- Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
- Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
- One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

**# Definition of similar work: Supply/ Supply and installation of UTM/ Firewall/ ICT/IT/Telecom equipment with satisfactory working in Government/PSUs/ Telecom Service providers/Public Listed Company in India.**

**Note:** Work experience certificate from private individual 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.

In case 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.

## 9.2 **Financial Criteria for Bidder:**

The bidder should have minimum cumulative turnover of 150% of tendered value or above during the last 3 financial years (i.e. current year and/or three previous financial years). The bidder should provide Audited Balance Sheets / annual reports as documentary evidence and for current year, the Statutory Auditor's certificate for turnover of current year up to the date of bid opening for which Balance Sheet/P&L may not be available. In case of photocopy of Balance Sheet/P&L the same should be certified by Chartered Accountant as true copy.

9.3 Bidder should have authorization specific to this tender from respective OEM as per **Annexure-II**. If OEM is directly participating in the Bid, self-declaration in this connection required to be submitted.

9.4 Bidder should not have been banned/blacklisted by any Govt./Semi Govt./PSU/State Govt./Any Telecom entity in India for the supply of the material. An undertaking to this effect signed by the authorized signatory to be submitted by the Bidder.

## 10 **Variation of Quantities at the Time of Award**

- i. The purchaser reserves the right to increase or decrease the quantity to be ordered up to 30 percent at the time of placement of contract. The purchasers also reserve the right to increase the ordered quantity by up to 30% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
- ii. The provision of + (plus) 30% Option Clause shall be applicable as a Special Condition of Contract with a minimum purchase value of Rs. 1.5 Crores, for fixed quantity contracts, for procurements of materials of which the requirements are of continuing nature. However, such a threshold for inclusion of Option Clause may be decided by RailTel as deemed fit.

**11 Warranty:**

- 11.1 The materials are to be warranted for **3 Years** from date of delivery at Consignee locations. The tenderer shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacturing 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 item 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.

**11.2 SLA:**

After having been notified of the defects/service requirement during warranty period, Seller has to complete the required Service/Rectification within time limit of max. 7 days. If the Seller fails to complete service / rectification within defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller & upto max. of 100% of Unit Price of the product. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG) or from the running bills.

**12 Payment Conditions: -**

- a) The following documents are to be submitted for payment:
- Original Tax Invoice. (With separate Tax amount, containing POS, RailTel GSTN and Supplier GSTN).
  - Delivery Challan/E-way bill
  - Inspection Certificate
  - Warranty guarantee certificate of OEM
  - Performance Bank Guarantee
  - Certificate of consignee for materials received in Good Conditions
- b) 90% of the value of the part supply of Equipment on receipt by the consignee at site duly inspected and accompanied with above mentioned documents.
- c) Balance 10% value of the part supply on successful installation & commissioning at site. Bidder has to install and commission the equipment within 30 days from the communication by RailTel EIC (Engineer in charge) in this regard. In case installation and commissioning is delayed due to any reason beyond the control of the Contractor then 10% payment can be released after submission of a bank Guarantee of equal amount valid for a period of one year.

- 12.1 Any changes in the statutory taxes & duties during the contract period shall be on RailTel account with in the original DOC. Beyond DOC, changes in statutory taxes & duties shall be on RailTel's account only when the delay is an account of RailTel.
- 13** The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statement/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as **Annexure-III. Non submission of a notarized affidavit by the bidder shall result in summarily rejection of his/their bid.** And 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 railway thereunder.

In case of any wrong information submitted by tenderer, the contract shall be terminated. Performance Guarantee (PG) of contract forfeited and agency barred for doing business on RailTel (RCIL).

**14 Online Submissions:**

The bidder is required to upload and submit the following documents on line before due date & time of bid. The due date & time for closing of the bid as per GeM Bid and the bid will be opened as per GeM Bid.

- (i) EMD/Valid Documentary proof of exemption.
- (ii) Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC (Information to bidder) documents.
- (iii) Data Sheet of offered item/equipment.
- (iv) Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- (v) Technical Compliance of all Specification of items as per ATC documents.
- (vi) Proof of document required against Eligibility criteria of OEM and Bidder vide para -9.
- (vii) MAF/OEM Authorization as per **Annexure-II.**
- (viii) Notarized affidavit on a non-judicial stamp paper as per **Annexure-III.**
- (ix) Duly notarized Power of Attorney in name of authorized signatory as per Clause No. 18.
- (x) NIL deviation declarations as per **Annexure- VI.**

- (xi) Declaration Regarding Minimum local content under preference to “MAKE IN INDIA” Policy as **Annexure-VII**.
- (xii) Land Border Sharing Declaration as **Annexure-VIII**.
- (xiii) Proforma for the Long-Term Maintenance Support as **Annexure-IX**.

**15 Offline submission:**

Original copy of documents shall be submitted by tenderer offline at RailTel Corporation of India Western Railway Microwave Complex, Senapati Bapat Marg Mahalaxmi (West) Mumbai - 400013 at any point of time whenever asked for verification. In case original are not produced before provided due date, bid may be rejected.

**16 Make in India**

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (or subsequent revisions, if any) by Department of Industrial Policy and Promotion, Govt shall apply to this tender to the extent feasible. Minimum Local Content for SOR items shall be 50% for purchase preference as per the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications, Ministry of Communications or as per the latest notification. Bidder shall be required to give a self-certification in his bid that the item offered meets the local content and shall give details of the location(s) at which the local value addition is made. Bidder should submit Self Certification under preference to “MAKE IN INDIA” Policy as **Annexure-VII**.

In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order.

In cases of procurement for a value excess of Rs. 10 crores, the ‘Class-I local supplier/ Class-II local supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

**17 Insurance**

- 17.1 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 ensure 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.

- 17.2 It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favor of RailTel. The contractor shall keep the policy/policies current till the item/equipment are handed over to the purchaser.

## **18 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 as per the clause-15 above.

- 19 The guidelines and directives issued by Department of Telecommunication, Govt. of India regarding procurement of Telecommunication equipment from trusted sources shall be applicable to this tender. The offered equipment shall be trusted Products". The vendor/OEM shall submit declaration for compliance.

## **20 Long Term Maintenance Support/AMC:**

- 20.1 Tenderer (OEM) shall provide maintenance support after successful completion of the warranty obligations for a minimum period of 2 years. The Long-Term Maintenance support shall be comprehensive and include all hardware and software of equipment supplied against this contract. RailTel should be extended the benefits of periodical software patches/updates made by OEM on the system from time to time for equipment security/ performance without any additional cost to RailTel.
- 20.2 Buyer reserves the right to enter into AMC of supplied equipment before 30 days of expiry of warranty period. In case bidder refuses to enter into AMC, PBG will be forfeited.
- 20.3 Separate agreement for AMC (Long term Maintenance Support) before expiry of warranty period shall be entered into with OEM/the authorized partner of OEM by RailTel. A fresh Performance Guarantee valid for Two years and three months for 5% of the Long-Term Maintenance Support cost of Two years, shall be required to be submitted by bidder for due fulfillment of long term maintenance support obligation.
- 20.4 Quarterly payment for AMC Charges would be made by RailTel after successful completion of AMC Services of that quarter and on the certificate furnished by concerned RailTel representative.

**Note 1: The acceptance of the above clause is mandatory and specific acceptance from OEM is required to be enclosed as per Annexure-IX. Any deviation / non acceptance will lead to rejection of the bid summarily.**

**Note 2: In case of change in the value of Security Deposit/Performance Guarantee as per latest guidelines issued by Gol, bidder has to submit the revised BG accordingly.**

- Note:**
- 1) The bidder is required to give acceptance of all the clauses of **GeM bid, ATC** and RailTel's Bid Specific **ATC** document. 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](http://www.railtelindia.com) and GeM 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: GEM/2024/B/4797804**
  - 4) After opening of the technical bid no correspondence/ submission of document made at the initiative of the bidder will be entertained. However, the purchaser can, if required, ask for clarifications in writing which need to be submitted before a target date. The clarifications submitted as required by the purchaser before the target date will be considered.
  - 5) In case, if any contradiction between GeM Bid, Additional Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions and General Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions will prevail.

**Annexure-I****Technical Specification****1. Equipment should be:**

- i. The Electronics product should have service life for next 08 Years from date of delivery/Commissioning. The certificates/Undertaking for the same will have to be submitted along with bid from respective OEM.
- 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.
- iv. OEM should have its Service Centre at min 02 locations in major cities in India. Service centre details to be shared along with address and contact no. and person.
- v. UL, CE and FCC Certification is not required for PMA. However, Bidder have to produce certificate from OEM that their products are equivalent to UL, CE and FCC and meets all standard and specification of UL, CE and FCC.

<b>S N</b>	<b>Description of Item</b>	<b>Unit</b>	<b>Quantity</b>
1	UTM/ Firewall Type 3 as per technical specification	Nos	7
2	AMC for UTM/ Firewall Type 3 (for 2 Years)	Nos	7
3	UTM/ Firewall Type 4 as per Technical specification	Nos	6
4	AMC for UTM/ Firewall Type 4 (for 2 Years)	Nos	6
5	UTM/ Firewall Type 5 as per Technical specification	Nos	2

**SOR item 1: UTM/ Firewall Type 3 Technical specification**

<b>S No</b>	<b>Component</b>	<b>Specification</b>	<b>Compliance</b>
<b>Functional Requirement for Type3 / Firewall</b>			
<b>Networking Features</b>			
1	Deployment Mode	The solution should be deployable as Gateway (L3) as well as Transparent (L2) mode	
2	Routing	The firewall should support the following routing protocols:	
		a. OSPF V2 & V3, BGP, RIP, Static Routing	
		b. Policy based forwarding	
		c. Multicast: PIM-SM, PIM-SSM,	
		d. Bidirectional scanning	
3	IPV6	The firewall should be IPV6 ready & certified from day one along with features like application awareness/control, Content	

		Inspection, detection of Zero-day threats and inspection of SSL traffic	
4	IPSec VPN	The firewall should support IPSec VPN. Licenses should be provided for 200 users from day one:	
		a. Key-Exchange: Manual Key, IKEv1 and IKEv2 (pre-shared key, certificate –based authentication)	
		b. Encryption: 3DES, AES(128,192,256 bit)	
		c. Authentication: MD5, SHA-1, SHA-256, SHA-384, SHA-512	
5	Network Address Translation (NAT)	The firewall should support the following :	
		a. NAT modes (IPv4): Static IP, dynamic IP, dynamic IP and port (port address translation).	
		b. NAT64 .	
		c. Additional NAT features: Dynamic IP reservation.	
6	High Availability (HA)	The firewall should support deployment in	
		a. Modes: Active/ Active & Active / Passive	
		b. Failure detection: Path monitoring, Interface monitoring	
7	SSL VPN	The firewall should support 200 SSL VPN users or more	
8	Architecture	Should have hardware architecture based on multi core CPU's to protect & scale against dynamic latest security threats	
9	SDWAN Functionalities	Proposed solution should be capable of terminating multiple ISPs like ILL, broad band, MPLS etc, different mix and match configuration should be possible for automatic ISP failover for uninterrupted user experience for internet usage and DC connectivity for business application.	
		SD-WAN functionality should support configuration of per application-level transaction SLAs based on packet loss, jitter and latency	
		SD-WAN functionality should support dynamic WAN link selection and load balancing using measured performance SLAs	
		The SDWAN functionality should support features like Forward Error Correction	
10	Software & Security Modules	The firewall should have the following software modules:	

		a. Firewall	
		b. Intrusion prevention system	
		c. Anti-Virus & Anti-Malware	
		d. Anti bot	
		e. Content and application awareness	
		f. Category based Web & URL filtering	
		g. Gateway level Anti-Spam service	
		h. Cloud based Sandboxing detection engine	
		All these modules shall have a valid subscription for 3 years	
11	Administration, Management and Logging Functionality Feature Requirements	The proposed Firewall must support Role Based Administrative Access	
		Solution should be able to send SNMP traps to Network Management Servers (NMS) in response to system failures or threshold violations of the health attributes.	
		Management system should provide detailed Event analysis for Firewall and IPS and also should provide Syslog output to integrate with other major SIEM tools	
		All the proposed Firewall appliances must support build in GUI as well supporting all the required features in the functional requirements for any onsite changes if required.	
12	Performance	a. The firewall should deliver a Threat Prevention Throughput of Min. 1000 Mbps with multiple security modules implemented and running with logging enabled.	
		b. The firewall should deliver Min. 900 Mbps of SSL Inspection Throughput from day one for scanning the SSL encrypted traffic.	
		c. The firewall should have the capability to support minimum 50,000 new connections per second from day one.	
		d. The firewall appliance should support logical virtualization of Firewall with minimum 10 Virtual Firewalls support from day one.	
		e. The Appliance should have minimum 10 Gbps of VPN Throughput	
13	Storage	The Appliance should have minimum 400 GB SSD for logging	
14	Ports	Min 8 Nos. of 1GE RJ45 ports for data communication from day one.	

		Min 6 Nos. of 1GE (SFP) slots from day one.	
		Min 2 Nos. of 10GE (SFP+) slots from day one	
15	Management Ports	Min. 1 No. of 10/100/1000 RJ45 port for managing the firewall using its Web Interface.	
		Min. 1 No. of Console port	
		Min. 1 No. of USB port.	
16	Power Supply	Dual inbuilt redundant power supply from day one	

**SOR item 2: UTM/ Firewall Type 34 Technical specification**

S No	Component	Specification	Compliance
<b>Functional Requirement for Type-4 Firewall</b>			
<b>Networking Features</b>			
1	Deployment Mode	The solution should be deployable as Gateway (L3) as well as Transparent (L2) mode	
2	Routing	The firewall should support the following routing protocols:	
		a. OSPF V2 & V3, BGP, RIP, Static Routing	
		b. Policy based forwarding	
		c. Multicast: PIM-SM, PIM-SSM,	
		d. Bidirectional scanning	
3	IPV6	The firewall should be IPV6 ready & certified from day one along with features like application awareness/control, Content Inspection, detection of Zero-day threats and inspection of SSL traffic	
4	IPSec VPN	The firewall should support IPSec VPN. Licenses should be provided for 200 users from day one:	
		a. Key-Exchange: Manual Key, IKEv1 and IKEv2 (pre-shared key, certificate –based authentication)	
		b. Encryption: 3DES, AES(128, 192, 256 bit)	
		c. Authentication: MD5, SHA-1, SHA-256, SHA-384, SHA-512	
5	Network Address Translation (NAT)	The firewall should support the following :	
		a. NAT modes (IPv4): Static IP, dynamic IP, dynamic IP and port (port address translation).	
		b. NAT64 .	
		c. Additional NAT features: Dynamic IP reservation.	

6	High Availability (HA)	The firewall should support deployment in	
		a. Modes: Active/ Active & Active / Passive	
		b. Failure detection: Path monitoring, Interface monitoring	
7	SSL VPN	The firewall should support 200 SSL VPN users or more	
8	Architecture	Should have hardware architecture based on multi core CPU's to protect & scale against dynamic latest security threats	
9	SDWAN Functionalities	Proposed solution should be capable of terminating multiple ISPs like ILL, broad band, MPLS etc, different mix and match configuration should be possible for automatic ISP failover for uninterrupted user experience for internet usage and DC connectivity for business application.	
		SD-WAN functionality should support configuration of per application-level transaction SLAs based on packet loss, jitter and latency	
		SD-WAN functionality should support dynamic WAN link selection and load balancing using measured performance SLAs	
		The SDWAN functionality should support features like Forward Error Correction	
10	Software & Security Modules	The firewall should have the following software modules:	
		a. Firewall	
		b. Intrusion prevention system	
		c. Anti-Virus & Anti-Malware	
		d. Anti bot	
		e. Content and application awareness	
		f. Category based Web & URL filtering	
		g. Gateway level Anti-Spam service	
		h. Cloud based Sandboxing detection engine	
All these modules shall have a valid subscription for 3 years			
11	Administration, Management and Logging Functionality Feature Requirements	The proposed Firewall must support Role Based Administrative Access	
		Solution should be able to send SNMP traps to Network Management Servers (NMS) in response to system failures or threshold violations of the health attributes.	

		Management system should provide detailed Event analysis for Firewall and IPS and also should provide Syslog output to integrate with other major SIEM tools	
		All the proposed Firewall appliances must support build in GUI as well supporting all the required features in the functional requirements for any onsite changes if required.	
12	Performance	a. The firewall should deliver a Threat Prevention Throughput of Min. 3 Gbps with multiple security modules implemented and running with logging enabled.	
		b. The firewall should deliver Min. 4 Gbps of SSL Inspection Throughput from day one for scanning the SSL encrypted traffic.	
		c. The firewall should have the capability to support minimum 200,000 new connections per second from day one.	
		d. The firewall appliance should support logical virtualization of Firewall with minimum 10 Virtual Firewalls support from day one.	
		e. The Appliance should have minimum 12 Gbps of VPN Throughput	
13	Ports	Min 10 Nos. of 1GE RJ45 ports for data communication from day one.	
		Min 6 Nos. of 1GE (SFP) slots from day one.	
		Min 4 Nos. of 10GE (SFP+) slots from day one	
		Additional High Availability ports for connecting Firewalls in Active-Active cluster should be provisioned.	
14	Management Ports	Min. 1 No. of 10/100/1000 RJ45 port for managing the firewall using its Web Interface.	
		Min. 1 No. of Console port	
		Min. 1 No. of USB port.	
15	Storage	The Appliance should have minimum 400 GB SSD for logging	
16	Power Supply	Dual inbuilt redundant power supply from day one	

**SOR item 3: UTM/ Firewall Type 5 Technical specification**

SN	Description		Compliance
1	<p>Scope or Work: Supply, Configuration, installation and Commissioning of UTM at WCL, HQ Nagpur UTM must have Features of Intrusion detection, SPAM, AntiMalware, Content filtering, VPN Capabilities, Identity based access, Load balancing, SSL and SSH inspection, Application awareness, Intrusion Prevention, Web filetering, QOS etc along with their License from Day 1.</p> <p>UTM must Support NAT (Network Address Translation), Static and dynamic routing from Day 1.</p> <p>All Supplied Hardware and software should be Maintained for 5 Years with License from Day 1 and Support Valid for 5 years from Day 1.</p> <p>All the below mentioned Features to be available from Day 1 .</p>		
<b>2</b>	<b>Interfaces and Modules</b>		
i	GE RJ45 Interfaces	16	
ii	GE SFP Slots	8	
iii	GE RJ45 Management Ports	1	
iv	USB Ports	1	
v	Console Port	1	
vi	Local Storage	Minimum 480GB SSD	
vii	Included Transceivers	2x SFP (SX 1 GE) (Recognized Brand Transceivers will be provided)	
<b>3</b>	<b>System Performance — Enterprise Traffic Mix</b>		
i	IPS Throughput	5 Gbps	
ii	NGFW Throughput	3.5 Gbps	
iii	Threat Protection Throughput 2, 5	3 Gbps	
<b>4</b>	<b>System Performance and Capacity</b>		
i	IPv4 Firewall Throughput (1518 / 512 / 64 byte, UDP)	Minimum 27/27/11 Gbps	
ii	IPv6 Firewall Throughput (1518 / 512 / 64 byte, UDP)	Minimum 27/27/11 Gbps	
iii	Deleted		
iv	Firewall Throughput (Packet per Second)	Minimum 15 Mpps	
v	Concurrent Sessions (TCP)	3 Million	
vi	New Sessions/Second (TCP)	Minimum 200000	
vii	Firewall Policies	5000-10000	
viii	IPsec VPN Throughput (512 byte) 1	Minimum 10 Gbps	

ix	Gateway-to-Gateway IPsec VPN Tunnels	2000	
x	Client-to-Gateway IPsec VPN Tunnels	Minimum 15000	
xi	SSL-VPN Throughput	Minimum 2 Gbps	
xii	Concurrent SSL-VPN Users (Recommended Maximum, Tunnel Mode)	500	
xiii	SSL Inspection Throughput (IPS, avg. HTTPS) 3	Minimum 1 Gbps	
xiv	Deleted		
xv	Deleted		
xvi	Deleted		
xvii	Deleted		
xviii	Virtual Domains (Default / Maximum)	10	
xix	High Availability Configurations	Active-Active, Active-Passive, Clustering	
xx	UTM Must have Following Features from day 1	NAT (Network Address Translation), Static and Dynamic routing (OSPF, BGP, etc)	
<b>5</b>	<b>Dimensions and Power</b>		
i	Deleted		
ii	Deleted		
iii	Deleted		
iv	Form Factor (supports EIA / non-EIA standards)	Rack Mount, 1 RU	
v	Deleted		
vi	Power Input	100V–240V AC, 50–60Hz	
vii	Deleted		
viii	Deleted		
ix	Redundant Power Supplies (Hot Swappable)(in build )	Dual-Dual (inbuilt)	
<b>6</b>	<b>Operating Environment and Certifications</b>		
i	Operating Temperature	(0–40°C)	
ii	Deleted		
iii	Deleted		
iv	Deleted		
v	Compliance	FCC Part 15 Class A, RCM, VCCI, CE, UL/ cUL, CB	Optional
vi	Certifications	ICSA Labs: Firewall	
		IPsec, IPS, Antivirus, SSL-VPN; USGv6/IPv6	Optional

<b>7</b>	<b>Logging and Reporting solution</b>		
i	GB/Days of Log	Minimum 50 Gb/Day	
ii	Deleted		
iii	Deleted		
iv	Maximum Number of Day Analytics(Logs) to be stored .	60 Days	
v	The proposed system should provide individual users download & Upload data usage report.log and monitor threats to networks, filter data on multiple levels, keep track of administrative activity, and more. generate custom data reports from logs from day 1	Yes	
vi	The proposed system should email daily group browsing reports to respective group heads in pdf forma	Yes	
vii	The proposed system should provide user and IP address based reports from day 1	Yes	
viii	The proposed system should have options to create users with different access rights (E.g. users who can only view reports and not manage the system)	Yes	
ix	The reporting solution of the proposed system should be able to provide detailed Audit log for auditing and tracking system from day 1	Yes	
x	It should provide various kinds of reports like virus reports, URL filtering reports, Top visited websites, User or IP wise download for the day from Day 1. It should have graphical reports of usages ISP wise, Application wise and IP wise from day 1	Yes	
<b>8</b>	<b>Other Condition</b>		
i	UTM must not become end of support within 3 Years from Date of Issue of PO		
ii	Deleted		

Note: - 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.

**Annexure-II**

**Principal Executive Director/WR**

**Dated: .....**

**RailTel Corporation of India Ltd.**

.....  
.....  
.....

**Subject: Manufacturer Authorization form (MAF) to M/s ..... for**  
.....

**Ref: GeM Bid No. GEM/2024/B/4797804**

**dated: 02.04.2024**

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 & Commissioning of our range of  
products against your above said bid.

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

Thanking you,  
Best regards,

**Authorized Signatory**

**Annexure-III**

**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 RailTel/WR, 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 RailTel's website [www.railtelindia.com](http://www.railtelindia.com) or GeM Portal [gem.gov.in](http://gem.gov.in). 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 alongwith 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.

**Annexure -IV**

**Guarantee Bond for Performance Guarantee  
(On Stamp Paper of requisite value)  
(To be used by approved Scheduled Banks)**

1. In consideration of the RailTel Corporation of India Limited, Registered office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi-110023 and Regional office at RailTel Corporation of India Ltd, Mahalaxmi Railway Microwave Compound, Senapati Bapat Marg, Mahalaxmi- Mumbai- 400 013 (hereinafter called "the RailTel") having agreed to exempt .....  
**(Name and address of the Company/ Contractor both Registered and Regional office address)** (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an L.O.A No..... Dated..... [L.O.A Date] made between ..... and RailTel Corporation of India Limited, for ..... [Name of Work/Supply of Materials] (hereinafter called "the said Agreement") of **Performance Guarantee** for the due fulfilment by the said contractor's) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs..... (Rs. .... Only). We, ..... (indicate the name of the Bank and address) hereinafter referred to as "the Bank") at the request of. M/s..... 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 (indicate the name of the Bank and address) do hereby undertake to pay the amount 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 (indicate the name of the Bank and address) undertake to pay to the **RailTel** any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

The Payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

4. We, ..... Bank (indicate the name of the Bank and address) 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 the Bank and address) 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 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 Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the **RailTel** in writing.
8. Notwithstanding anything contained herein,
  1. Our liability under the Bank guarantee shall not exceed Rs. .... (In Rupees)
  2. This Bank Guarantee shall be valid up to .....and
  3. We are liable to pay the guaranteed and or any part thereof under this Bank Guarantee only and only if you serve upon is a written claims or demand or before  
..... (date of expiry of guarantee).

Dated the day of 2024 for  
.....  
(Indicate the name of the Bank)

Witness:

1. Signature  
Name
2. Signature  
Name

**Annexure - V****Consignee Details:**

Sr. No.	Consignee	State	Item Description	Item to be delivered qty. in nos.
1	Sr.Mgr/ Tech/ RCIL/ Bilaspur	Chhattisgarh	UTM/ Firewall Type 3	7
2	Sr.Mgr/ Tech/ RCIL/ Bilaspur	Chhattisgarh	UTM/ Firewall Type 4	6
1	Sr.Mgr/ Tech/ RCIL/ Bilaspur	Chhattisgarh	UTM/ Firewall Type 5	2

**Installation and Commissioning location Details:**

Sl. No.	Location	Type of UTM// Firewall	Quantity to be installed and commissioned
1	Bishrampur	UTM/ Firewall Type 3	01
2	Hasdeo	UTM/ Firewall Type 3	01
3	Chirimiri	UTM/ Firewall Type 3	01
4	BKP	UTM/ Firewall Type 3	01
5	JK	UTM/ Firewall Type 3	01
6	Sohagpur	UTM/ Firewall Type 3	01
7	Johila	UTM/ Firewall Type 3	01
8	Korba+ CWS+ C.Store	UTM/ Firewall Type 4	01
9	Dipka	UTM/ Firewall Type 4	01
10	Gevra+CEWS	UTM/ Firewall Type 4	01
11	Kusmunda	UTM/ Firewall Type 4	01
12	Raigarh	UTM/ Firewall Type 4	01
13	Bhatgaon	UTM/ Firewall Type 4	01
14	Nagpur/WCL	UTM/ Firewall Type 5	02

Note: All the locations/stations name given above are tentative and may change. Successful Bidder may ask the final location with complete address after finalizing the tender. RailTel has the right to change location within RailTel Western Region area & firm has to supply & commission at location given by RailTel.

**Annexure-VI**

**PROFORMA FOR Nil Deviation Component Compliance Undertaking Letter  
(TO BE SIGNED BY BIDDER)**

To,  
Principal Executive Director/WR  
RailTel Corporation of India Ltd.  
Mahalaxmi, Mumbai-400013

Dear Sir,

Sub: NIL Deviation Compliance for **GeM Bid No. GEM/2024/B/4797804** Dt **02.04.2024**

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

We will ensure our unconditional compliance of all the terms and conditions as mentioned in the Tender document. In case of any deviation, the same should be attached as an Annexure (as per Format given below) to this form. In case of any deviation, RailTel reserves the right to reject the bid without giving any justification. Format of Annexure (Deviation Statement)

S. No.	Clause No. & Chapter No.	Existing Clause of Tender	Proposed Clause	Remarks, if any

All the proposed items to be supplied as per SOR for the technical specifications as mentioned in Annexure-I of Bid.

We hereby certify that the items/materials mentioned in our offer are complete.

We confirm that there is no requirement of any other hardware and software to fulfill requirements as per scope against the bid. If any additional hardware and software is required to meet in scope requirements, then it would be provided by us at no extra cost to RailTel.

Place:

Date:

Seal and signature of the bidder

(This Form along with Annexure (if required) should be on the letterhead of the bidder duly signed by an authorized signatory)

**Annexure-VII**

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH  
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER  
2017 DATED 04<sup>TH</sup> JUNE, 2020 AND SUBSEQUENT ORDER(S)**

*(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)*

-----  
To,

(Write Name & Address of Officer of RCIL inviting the Tender)

Dear Sir,

**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent order(s).

**Ref:** 1) NIT/Tender Specification No: .....,  
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by.....  
(specify the name of the organization here) has a local content of \_\_\_\_\_ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

Thanking you,  
Yours faithfully,

**(Signature, Date & Seal of  
Authorized Signatory of the Bidder)**

\*\* - *Strike out whichever is not applicable.*

**Note:**

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per RCIL Guidelines shall be initiated against the bidder.

**Annexure-VIII**

**Land Border Sharing Declaration**

**(To be submitted in the bidder's letter head)**

In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020

Tender No. ....

Job: .....

"I/ we have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder < name of the bidder.....> is / are

a) Not from such a country and eligible to be considered for this tender.

OR

b) From such country, has been registered with the competent authority and eligible to be considered for this tender. (Evidence of valid registration by the competent authority shall be attached)

For and behalf of \_\_\_\_\_ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)"

**Annexure-IX**

**PROFORMA FOR THE LONG-TERM MAINTENANCE SUPPORT**  
**(To be signed by the OEM)**

To,  
Principal Executive Director/WR  
RailTel Corporation of India Ltd.  
Mahalaxmi, Mumbai-400013

**Applicable for OEM directly participating in the tender**

I / We ..... Hereby confirm that we have read specifications & tender conditions of RailTel Tender No. (GeM Bid No.) ..... and accept that the requirement of Long Term Maintenance Support as per Clause 20 of ITB shall be met by us directly or through our subsidiary in India as per rates quoted in the Price Bid. I / We shall provide services as per terms and conditions pertaining to Long Term Maintenance Support of tender document.

Or

**Applicable when Authorized Distributor/Partner of OEM is bidding in the Tender**

I / We ..... Hereby confirm that we have read specifications & tender conditions of RailTel Tender No. (GeM Bid No.) ..... and accept that the requirement of Long Term Maintenance Support as per Clause 20 of ITB shall be met by Authorized Distributor/Partner of OEM. However, if Authorized Distributor/ Partner fails to fulfil the support obligation due to any un-foreseen circumstances, the same shall be provided by us directly or through our subsidiary in India for the mentioned/remaining period at the quoted prices by the bidder. I/We have gone through the requirement mentioned in the Tender Document and shall provide services as per terms and conditions pertaining to Long Term Maintenance Support of tender document.

(Signature of OEM Authorized Officer)  
Seal

Signature of witness:

- 1. ....
- 2. ....

Note: Please Strike out whichever is not applicable.

**Annexure-X****Detailed standard conditions applicable for the Annual Maintenance Contract****1.0 Introduction**

This document contains the standard conditions applicable for the Annual Maintenance Contract between RailTel and the Contractor. Contractor is defined as the company whose products/equipment's have been deployed over the RailTel telecommunication network and the warranty of these equipment's has expired or going to be expire shortly. All the equipment's/ cards/ modules given in t h e Items of SOR will be covered under this contract. This Annual Maintenance Contract will cover up the provision of remote services to be provided by the contractor for proper working of Network created through the contractor's equipment's. This document will also cover up the Repair and Return 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:

- Technical Support service.
- Repair and Return Service.
- Software Updates.

**2.0 Basic Definitions and terminology Used: -**

**RailTel:** RailTel Corporation of India Limited having its registered and Corporate office office at Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023.

**Contractor:** Contractor means firm/company whom equipment's are deployed over the Telecommunication Network of RailTel.

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

**TEC:** Telecom Excellence Center created by the contractor for 3rd level support.

**WC:** Welcome Center of contractor through which the RailTel may interact with contractor.

**AR:** Assistance Request created by WC of contractor 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’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’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.

### **2.1 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’s welcome center of a reported problem to when an contractor’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 is contacted and an event is determined to be loss of service and/or functionality affecting, to the time when contractor 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'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".

**3.0 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) 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 to 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 centre or to OEM dedicated technical support centers (for OEM support for hardware and /or software portion of the products).

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

**3.1 Contractor's responsibilities:**

Contractor shall login 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:

- 3.1.1 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.

- 3.1.2 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.
- 3.1.3 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.
- 3.1.4 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.
- 3.1.5 Not Used.
- 3.1.6 Not Used.
- 3.1.7 **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 up-gradation, re-installation will be done by contractor during the period of AMC.

**3.2 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.

- 3.2.1 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.
- 3.2.2 RailTel will provide remote access to Contractor's TSC to access their network, either through VPN, ISDN or Team viewer.
- 3.2.3 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.
- 3.2.4 RailTel will provide all necessary documents for repair of cards.

3.2.5 RailTel will provide all necessary technical field support in the form of field technical staff equipped with necessary equipment's etc. to give remote access to Contractor.

#### **4.0 Repair and Return Services**

##### **4.1 Repair**

###### **4.1.1 Contractor's Responsibility: -**

- The Contractor will take- over the defective cards/SFPs from NOC/CNOC where equipment is installed and hand-over the repaired card at the same location. The following activities will be performed by the contractor:
- After receiving a defective part request through Welcome Centre (dedicated phone line or e-mail), the defective part will be taken over by the contractor from NOC/site where equipment is installed. All the documentation including identification number (Serial number) will be provided by RailTel.
- 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's which are in working condition.
- Delivery Period: The received defective part will be got repaired by the contractor within 30 days from the date of receiving and will be installed/handed over to RailTel authorized representative at NOC. The contractor will also give probable reason for repeated failure of cards/ modules.

**Uninterrupted Network:** For smooth and uninterrupted traffic during the repair being carried out by the contractor.

1. RailTel will use its own spare card in the first instance.
2. If contractor fails to return the repaired card within stipulated time of 30 days from the date of receipt then the OK (good conditioned) cards/SFPs/parts etc will be provided by the contractor for the subsequent in this period free of cost till replacement with the repaired card.
3. All transportation, freight and insurance charges will be borne by the contractor
4. Contractor will keep the record of repair on each defective part/cards/SFP with serial numbers (unique identification) particulars.

**4.1.2 RailTel’s Responsibility**

RailTel will hand over the defective card/SFP/Parts/etc. to the contractor’s authorized representative at NOC/site 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 tests 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.

**4.2 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 labelled 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, 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 be not-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.

**5.0 Services Level Agreement Values (SLA):**

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

**5.1 Technical Support Services KPIs & SLA:**

<b>Severity Levels/ KPIS</b>	<b>Critical</b>	<b>Major</b>	<b>Minor</b>
Respond	Hr	Hr	Hr
Restore	Hr	BE	BE

**\*BE-Best Effort**

**5.2 Repair and Return Services**

**If the contractor fails to return the card with 30 days, the following penalties will be imposed:**

<b>Equipment</b>	<b>Duration of repair</b>	<b>Deduction/Penalties</b>
All Modules and accessories	More than 30 days and upto 40 days (from the date of receipt)	10% of the cost of affected part/module
All Modules and accessories	More than 40 days and upto 50 days (from the date of receipt)	25% of the cost of affected part/module
All Modules and accessories	More than 50 days and upto 60 days (from the date of receipt)	75% of the cost of affected part/module
All Modules and accessories	More than 60 days (from the date of receipt)	Full cost of affected part/module

## **6.0 General Conditions:**

### **6.1 Period of AMC:**

This Annual Maintenance Contract will be valid for a period of 02 years from the date of issue of LOA/PO for AMC. This period (i.e. 2 years) may be extended further with mutual consent of RailTel and Contractor.

RailTel at its discretion is free to change the location of the equipment's installed during the currency of AMC and the contractor shall carry out the AMC with same commercial terms.

### **6.2 Performance Bank Guarantee: -**

The contractor is required to submit a Performance Bank Guarantee (PBG) within 30 days from the date of issue of LOA for AMC @ 5 % of the total AMC cost of two years valid for a period 4 months beyond the AMC period of 2 years from the date of issue of LOA or will be kept as per Government of India guidelines applicable at the time of issue of LOA/PO for AMC. The Proforma for PBG is given in Annexure-III of tender document. If the AMC period got extended, the PBG will also be extended accordingly.

If the PBG amount is less than 05 lakhs, the same will be submitted directly through online mode to RailTel.

The performance Bank Guarantee will bear no interest.

### **6.3 Prices and Taxes: -**

- The prices for the services shall be in INR which will be the currency of account invoicing and payment.
- If in respect of the provision of services, Contractor has to pay the additional admissible taxes, the same will be get reimbursed after receiving the documentary proof by RailTel.

- Price will not include the cost of any financing (if any).
- The Octroi/entry tax shall be paid extra as per actual on production of proof of payment/document.

#### **6.4 Payment Terms:-**

AMC charges shall be paid on quarterly basis by the respective Regional General Managers/ Executive Director office of the concerned Region OR CNOC/NTP after successful completion of maintenance within 30 days from the date of invoicing accompanied with Invoice, Monthly trouble ticket report, Monthly repair report subject to any deductions or recovery (which the RailTel may be entitled to make under contract) through RTGS. Monthly reports will be shared with RailTel regularly. Format will mutually decide by RailTel and Contractor.

#### **6.5 Execution of contract**

The Regional General Managers/ Executive Directors of respective regions or his nominated representatives OR CNOC/NTP will be responsible for the execution of the contract under their respective jurisdiction. Certificate regarding proper execution of the AMC along with proposed deductions/penalties with reasons thereof shall be prepared for every billing cycle (quarterly) for arranging payment to the contractor.

#### **6.6 Tenderers Address**

Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the Tenderers by post at his said address shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered post.

#### **6.7 Law governing the contract.**

The contract shall be governed by the law for the time being in force in the Republic of India. Compliance to regulations and bye-laws-The contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulation or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**6.8 Force Majeure clause:-**

If at any time, during the continuance of this contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earth quakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/regulation, order of requisitions issued by any Government Department of Competent Authority or acts of God (here-in-after referred to as event) then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non- performance or delay in performance, and the obligations under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, Provided further that if the performance in whole or part of any obligation under this contract of prevented or delayed by reason of any such event beyond a period as mutually agreed to by the RailTel and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option to terminate the contract provided also that if the contract is so terminated under this clause the RailTel may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

**6.9 Illegal Gratification:**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the contractor or his partner, agent or servant or anyone on his behalf to any officer or employees of the RailTel, or to any person on his behalf in relation to obtaining or the execution of this or any other contract with the RailTel shall, in addition or any criminal liability which he may incur, subject the contractor to the rescission of the contract and all other contracts with the RailTel and to the payment of any loss or damage resulting from such decision and the RailTel shall be entitled to deduct the amounts so payable from any moneys due to the Contractor (s) under this contract or any other contracts with the RailTel. The contractor shall not lend or borrow from or have or enter into any monitory dealings or transactions either directly or indirectly with any employee of the RailTel and if he shall do so, the RailTel shall be entitled forthwith to rescind the contract and all other contracts with the RailTel. Any question or dispute as to the commission or any shall offence or compensation payable to the RailTel under this clause shall be settled by the Regional General Manager of RailTel, in such a manner as shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the contractor will not be paid any compensation whatsoever except payment for the work done up to date of rescission.

## **6.10 LABOUR**

Wages to Labour- The contractor shall be responsible to ensure compliance with the provisions of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act") and the Rules made there-under in respect of any employees directly or through petty contractors or sub contractors employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract. If in compliance with the terms of the contract, the contractor supplied any labour to be used wholly or partly under the direct orders and control of the RailTel whether in connection with any work being executed by the contractor or otherwise for the purpose of the RailTel such labour shall, for the purpose of the clause, still be deemed to be persons employed by the contractor. If any moneys shall as a result of any claim or application made under the said Act be directed to be paid by the RailTel, such moneys shall be deemed to be moneys payable to the RailTel by the Contractor and on failure by the contractor to repay any moneys paid by it as aforesaid with seven days after the same shall have been demanded, the RailTel shall be entitled to recover the same form any moneys due or accruing to the contractor under this or any other contractor with the RailTel.

### **6.10.1 Apprentices Act**

The contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act 1961 and the Rules and Orders issued the re-under from time to time in respect of apprentices directly through petty contractors or sub-contractors employed by him for purpose of carrying out the contract. If the Contractor directly or through petty contractor or sub-contractors fails to do so, his failure will be breach of the contract and the RailTel may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

### **6.10.2 Provisions of Payments of Wages Act**

The Contractor shall comply with the provisions of the payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. If in compliance with the terms of the contract, the contractor directly or through petty contractors or sub- contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall nevertheless be deemed to comprise persons employed by the contractor, and any moneys which may be ordered to be paid by the Engineers shall be deemed to be moneys payable by the Engineer on moneys due to the contractor in terms of the contractor (whether under this contract or any other contract all moneys paid or payable by the RailTel by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer

upon any question arising out of the effect or force of this clause shall be final and binding upon the contractor.

### **6.10.3 Provision of Contract Labour (Regulation and Abolition) Act 1970**

1. The contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Act, Central Rules 1971 as modified from time to time, whenever applicable and shall also indemnify the RailTel from and against any claims under the aforesaid Act and the Rules.
2. The contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfil this requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.
3. The contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the work including any engaged by his sub contractors in connection with the said work, as if the labour had been immediately employed by him.
4. In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract the contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
5. In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the RailTel is obliged to pay any amount of wages to a workmen employed by the contractor or his sub-contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act the Rules or to incur any expenditure on account of the contingent liability of the RailTel due to contractor's failure to fulfil his statutory obligations under the aforesaid Act or the Rules the RailTel will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the RailTel under section 20, sub section (2) and section 2 sub-section (4) of the aforesaid Act, the RailTel shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the RailTel to the contractor whether under the contract or otherwise. The RailTel shall not be bound to contest any claim made against it under sub section (1) of section 20 and sub section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the RailTel full security for all costs for which the RailTel might become liable in contesting such claim. The decision of the

RailTel regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.

#### **6.10.4 Reporting of Accidents to Labor**

The contractor shall be responsible for the safety of all employees directly or through petty contractors or subcontractors employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineer's representative and shall make every arrangement to render all possible assistance.

#### **6.10.5 Provisions of Workmen's Compensation Act**

In every case, in which by virtue of the provision of section 12 sub section (1) of the Workmen's Compensation Act, 1923, RailTel is obliged to pay compensation to workman directly or through the petty contractor employed by the contractor or sub-contractor, in executing the work, RailTel will recover from the contractor the amount of the compensation so paid, and without prejudice to the right of RailTel under section 12 sub section (2) of the said Act. RailTel shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by RailTel to the Contractor whether under these conditions or otherwise, RailTel shall not be bound to contest any claim made against it under Section 12, Sub Section (1) of the said Act except on the written request of the contractor and upon his giving to RailTel full security for the all costs for which RailTel might become liable in consequence of contesting such claim.

#### **6.11 Determination of Contract**

Right of RailTel to determine the contract: The RailTel shall be entitled to determine and terminate the contract at any time, should in the RailTel's opinion, the cessation of the work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the RailTel of such determination and the reasons thereof shall be conclusive evidence thereof. Payment on determination of contract: Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the RailTel shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfactions of the Engineer. The RailTel's decision on the necessity and property of such expenditure shall be final and conclusive.

The contractor shall have no claim to any payment of compensation of otherwise, however on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

**6.12 TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:**

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

- a) If the tenderer fails to deliver any or all of the goods within the time period(s) specified in the contract.
- b) If the tenderer fails to perform any other obligation(s) under the contract; and
- c) If the tenderer, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

**6.13 RIGHT OF RAILTEL AFTER TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:**

- a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- b) The Engineer or Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery or buildings on the works or on the property on which these are being or ought to have been executed, and to retain the employ the same in further execution of the works without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- c) The Engineer shall, as soon as may be practicable after removal of the contractor fix and determine expert or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) has at the time of termination of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract what was the value of any unused or partially use materials, any constructional plants and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

**6.14 SETTLEMENT OF DISPUTE AND ARBITRATION: -**

- Any dispute or difference whatsoever arising between the parties out of relating to the construction, meaning, scope, operation or effect of this contract or the

validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi.

- All arbitration proceedings shall be conducted in English. Resources against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- The arbitral tribunal shall consist of the sole Arbitrator if the value of claim is upto Rs. 10 lakhs. The arbitrator will be appointed by the Managing Director of RailTel Corporation of India Ltd. If the value of claim or amount under dispute is more than Rs. 10 lakhs, the matter shall be referred to the adjudication of arbitral council. Managing Director/RailTel shall furnish a panel of three names to the contractor, out of which the contractor will recommend one name to be his nominee and then Managing Director/RailTel shall appoint out the panel, one name as RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator who shall act as deciding. The award of sole arbitrator or Arbitral council, as the case may be, shall be final and binding on both the parties, i.e. contractor and RailTel Corporation of India Ltd.
- Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided therein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfill their obligation under this agreement so far as they are reasonably able to do so.

\*\*\*\*\*