

# रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उपक्रम, रेल मंत्रालय)

सूचीबद्ध व्यावसायिक सहयोगियों या OEM या OEM के अधिकृत भागीदार/वितरक में से भागीदार के चयन के लिए रुचि की अभिव्यक्तिके लिए "नेटवर्क सुरक्षा उपकरण (फ़ायरवॉल, प्रॉक्सी सर्वर लिंक लोड बैलेंसर आदि, वाई-फाई के उन्नयन के साथ, 05 वर्ष की अविध के लिए अगली पीढ़ी के फ़ायरवॉल के लिए लाइसेंस"

ईओआई नंबर: रेलटेल/डब्ल्यूआर/बीपीएल/एसईसीएल/ईओआई/2025-26/05 दिनांक: 07 जुलाई 2025

प्लॉट नंबर 17, पहली मंजिल, रघुनाथ नगर, शाहपुरा पुलिस स्टेशन के पास, भोपाल एमपी-462039

# ईओआई नोटिस

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, प्लॉट नंबर 17, प्रथम तल, रघुनाथ नगर, शाहपुरा पुलिस स्टेशन के पास, भोपाल एमपी - 462039

ईओआई नंबर: रेलटेल/डब्ल्यूआर/बीपीएल/एसईसीएल/ईओआई/2025-26/05 दिनांक: 07 जुलाई 2025

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, (जिसे आगे "रेलटेल" कहा जाएगा) रेलटेल के सूचीबद्ध भागीदारों या ओईएम या ओईएम के अधिकृत भागीदार/वितरक से "नेटवर्क सुरक्षा उपकरणों (फ़ायरवॉल, प्रॉक्सी सर्वर लिंक लोड बैलेंसर आदि के साथ-साथ फ़ायरवॉल के उन्नयन, 05 वर्षों की अविध के लिए अगली पीढ़ी के फ़ायरवॉल के लिए लाइसेंस" के लिए भागीदारी हेतु उपयुक्त भागीदार के चयन हेतु ईओआई आमंत्रित करता है।

## विवरण निम्नानुसार है:

1	बोलीदाताओं द्वारा ईओआई के विरुद्ध बोली प्रतिक्रिया पैकेट प्रस्तुत करने की अंतिम तिथि	10 जुलाई 2025 को 11:00 बजे
2	ईओआई के बोली प्रतिक्रिया पैकेट का उद्घाटन	10 जुलाई 2025 को 11:30 बजे
3	कार्य के दायरे के लिए प्रस्तुत की जाने वाली प्रतियों की संख्या	एक
4	ईएमडी राशि	Rs. 1,75,600/- (एक लाख पचहत्तर हजार छह सौ मात्र)

ईएमडी रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड के पक्ष में होनी चाहिए और मुंबई में ऑनलाइन बैंक ट्रांसफर/बीजी के माध्यम से देय होनी चाहिए। पार्टनर को प्रस्ताव के साथ ऑनलाइन भुगतान हस्तांतरण विवरण जैसे यूटीआर नंबर, तारीख और बैंक को साझा करना होगा।

रेलटेल बैंक विवरण: यूनियन बैंक ऑफ इंडिया, खाता संख्या 317801010036605, IFSC कोड -UBIN0531782, शाखा का नाम - महालक्ष्मी शाखा

योग्य व्यावसायिक सहयोगी/ओईएम/ओईएम के अधिकृत साझेदार या वितरक को ईओआई दस्तावेज के लिए इस आमंत्रण से संबंधित सभी संचार निम्नलिखित नामित संपर्क व्यक्तियों के माध्यम से निर्देशित करना आवश्यक है:

स्तर:1 संपर्कः श्री आनंद कुमार पदः संयुक्त महाप्रबंधक/विपणन

ईमेल: anandnkn@railtelindia.com, संपर्क: +91-9004444107

स्तर:2 संपर्क: श्री पवन कुमार भागव

पद: ईडी/टीएम/भोपाल

ईमेल: pavan@railtelindia.com

#### Note:

- 1. Empaneled partners/OEMs/authorized partner or distributor of OEMs are required to submit soft copy (password protected PDF) of bid response packet (separate for Technical bid and Financial Bid) through an e-mail at <a href="mailto:bpltooffice@railtelindia.com">bpltooffice@railtelindia.com</a> duly signed by Authorized Signatories with Company seal and stamp. The size of both the files should not exceed 20 Mb.
- 2. The OEMs need not be prior empaneled Business Associates, given their proven technical prowess. However, The EOI response is invited from eligible Empaneled Partners of RailTel only in case of participation by Business Associates.
- 3. The password will be sought at the time of opening of the bid response packet.
- 4. All the documents must be submitted with proper indexing and page no.
- 5. This is an exclusive arrangement with empaneled business associate/OEMs/ authorized partner or distributor of OEM of RailTel for fulfilling the end customer requirements. Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected through this EOI (before and after submission of bid to prospective organization by RailTel). This undertaking has to be given with this EOI Response.
- 6. **Transfer and Sub-letting**. The Business Associate/OEMs/authorized partner or distributor of OEM has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

#### 1. Introduction about RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a "Navratna" company under Ministry of Railways, Government of India. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

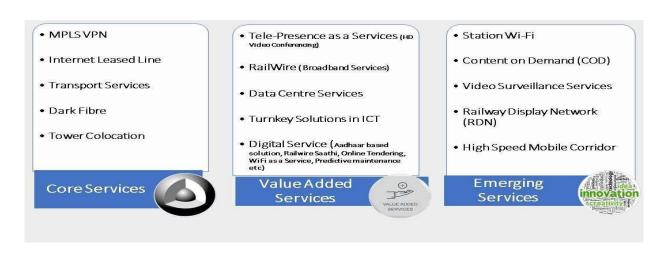
RailTel has approximately 70000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High- Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

## Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long-Distance Operator, International Long-Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



## a) Carrier Services

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth& above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

## b) Enterprise Services

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps& above
- Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2 Mbps to several Gbps
- c) DATA CENTER Infrastructure as a service (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empaneled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/PSUs applications. RailTel will facilitate Government's applications / Hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.
- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth& above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's
- **d) High-Definition Video Conference:** RailTel has unique service model of providing high-definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

#### e) Retail Services – RailWire

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering &

maintaining broadband services and upto 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 4,00,000 subscribers on PAN Indian basis. RailTel can provide broadband service across—Government PSU or any organization's officers colonies and residences.

## 2. Project Background and Objective of EOI

RailTel intends to participate in the work for "Network Security Devices (Firewall, Proxy Server Link Load Balancer etc along with upgradation of fi, LICENSES FOR NEXT GENERATION FIREWALL FOR PERIOD OF 05 YEARS" RailTel invites EOIs from RailTel's Empaneled Partners/OEMs/authorized partner or distributor of OEMs for the selection of suitable partner for participating in above mentioned work for the agreed scope work. The empaneled partner/OEMs/authorized partner or distributor of OEMs is expected to have excellent execution capability and good understanding customer local environment.

## 3. Scope of Work

The scope of work is to "Network Security Devices (Firewall, Proxy Server Link Load Balancer etc along with upgradation of fi, LICENSES FOR NEXT GENERATION FIREWALL FOR PERIOD OF 05 YEARS" as per there requirement.

The above scope of work is indicative, and the detailed scope of work will be shared after the completion of the EOI process.

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

Special Note: RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal. Scope of Work and payment terms shall be on a back-to-back basis as per the end customer RFP.

## **4.** Response to EOI guidelines

## 4.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English in password protected PDF file through an email (size of email should not exceed 20Mb) to <a href="mailto:bpltooffice@railtelindia.com">bpltooffice@railtelindia.com</a>.

## 4.2 RailTel's Right to Accept/Reject responses

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

## 4.3 EOI response Document

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

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

## 4.4 Period of Validity of bids and Bid Currency

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

## 4.5 Bidding Process

The bidding process as defined in para 9.

## 4.6 Bid Earnest Money (EMD)

- 4.6.1 The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer.
- 4.6.2 Offers not accompanied with valid EOI Earnest Money Deposit shall be summarily rejected.
- 4.6.3 In case of Business Associate's offer is selected for bidding, a BA has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid as and if applicable) for the bid to RailTel. The selected Business Associate shall have to submit a Bank Guarantee against EMD in proportion to the quoted value/scope of work to RailTel before submission of bid to end customer, as and if applicable.

- 4.6.4 EMD and Tender Fees will be deposited in the form of Online Bank Transfer.
- 4.6.5 The validity of such EMD shall be maintained till the finalization of end Customer RFP/Tender i.e. award of order and till submission of Performance Guarantee of requisite value required by end customer on back-to-back basis.
- 4.6.6 **Return of EMD for unsuccessful Business Associates:** Final EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process (i.e. after pre-bid agreement is signed with the selected partner)
- 4.6.7 **Return of EMD for successful Business Associate:** Final Earnest Money Deposit (balance proportionate EMD) if applicable of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.7) from Business Associate whichever is later.
- 4.6.8 Forfeiture of Token EOI EMD or EMD (balance proportionate EMD) and or Penal action asper EMD Declaration:
- 4.6.8.1 The EOI EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.
- 4.7 Security Deposit / Performance Bank Guarantee (PBG)
- 4.7.1 In case the bid is successful, the PBG of requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel.
- 4.7.2 As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.
- 4.8 Last date & time for Submission of EOI response

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

#### 4.9 Modification and/or Withdrawal of EOI response

EOI response once submitted will treated, as final and no modification will be permitted except with the consent of the RailTel. No Business Associate shall be allowed to withdraw the response after the last date and time for submission.

The successful Business Associate will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited, and all interests/claims of such Business Associate shall be deemed as foreclosed.

## 4.10 Clarification of EOI Response

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

## 4.11 Period of Association/Validity of Agreement

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

## 5. Pre-Qualification Criteria for Bidding Business Partner of RailTel

S No.	Particulars	Criteria for Tender Package	
<b>A</b> )	Financial Conditions		
1	BA's LOA should not be expired on date of submission of proposal and should have at least 3 years of operations in India as on bid submission date.	<ol> <li>Valid Empanelment letter issued by RailTel</li> <li>Certificate of Incorporation</li> <li>GST Registration</li> <li>PAN Card</li> </ol>	
2	Average Annual Financial turnover of the bidder during last 3 financial years, ending 31st March of previous financial year i.e. 2024-25 should be at least Rs. 05 Crore	Turnover Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI and extracts from the audited balance sheet and profit & loss for last three financial year.	
3	Experience in SITC of hardware-based Network Security Devices (i.e UTM/Firewall/Link Load Balancer etc of value 55Lakhs.	PO copy and respective service completion certificate.	
4	The participating bidder should be a currently active empanelled business associate of RailTel or OEM(s) or its authorized partner/distributor.	Documentary proof of empanelment along with proof of empanelment Fee to be submitted.  Or  Documentary proof of OEM (Self undertaking and Manufacturer's Authorization Certificate)	
5		Bidder must upload documentation in support of their claim for preference under MII.	
6	Bidder should not have been blacklisted by any State or Central Government as on the bid submission date.	Undertaking on company's letter head	

S	Particulars	Criteria for Tender Package	
No.	Paruculars	(Mandatory Compliance & Document Submission)	
B)	Annexures		
1	Annexure 1	<b>Covering Letter:</b> Self-certification duly signed by authorized signatory on company letter head.	
2	Annexure 2	The Bidder should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted.	
	Amicaure 2	Self-certification duly signed by authorized signatory on company letter head.	
3	Annexure 3	An undertaking signed by the Authorized Signatory of the company to be provided on letter head. The Bidder should not have been blacklisted / debarred by any Governmental / Non-Governmental Organization in India as on bid submission date.	
4	Annexure-4	Format for Affidavit to be uploaded by BA along with the tender documents.	
5	Annexure-5	Non-disclosure agreement with RailTel.	
6	Annexure-6	BOQ of the RFP document. Price Bid Format to be submitted in separate password protected pdf.  Power of Attorney or Board Resolution in favor of one of its employees who will sign the Bid Documents.	
7	Annexure-7		
8	Additional Documents to be Submitted	Technical Proposal with overview of the project with strength of the Partner.	

#### **5.** Bidder's Profile

The bidder shall provide the information in the below table:

S. No.	ITEM	Details
1.	Full name of bidder's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and email Address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	GST Registration number	

#### **6.** Evaluation Criteria

- 6.1 The Business Associates are first evaluated on the basis of the Pre-Qualification Criteria as per clause 5 above.
- 6.2 The Business Associate who meets all the Pre-qualification criteria, their price bid will be evaluated. The Lowest (L1) price bidder will be selected and entered into agreement with for delivery of the work on back-to-back basis for the agreed scope of work.
- 6.3 RailTel reserves the right to further re-negotiate the prices with eligible L1 bidder. Selected bidder must ensure the best commercial offer to RailTel to offer the most winnable cost to customer.
- 6.4 RailTel also reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Business associate as per RailTel policy for shortlisting partner against this EOI. RailTel also reserves the right to negotiate the price with the selected bidder.

6.5 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

## **7.** Payment terms

- 7.1 RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.
- 7.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end Customer organization.

#### **8.** SLA

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

#### **9.** Other Terms and Conditions

Any other terms and conditions in relation to SLA, Payments, PBG etc. will be as per the PO/agreement/Work Order/RFP of the end customer.

Note: Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid.

## **Annexure 1: Format for COVERING LETTER**

COVERING LETTER (To be on company letter head)

EoI Reference No:	Date:		
To,			
RailTel Corporation of India Ltd. Plot No. 17, First Floor, Raghunath Nagar, Near Shahpura Thana, Bhopal, M.P 462039			
Dear Sir, SUB: Participation in the EoI process			
	or EoI document bearing the ref. no. esteemed organization, we, undersigned, hereby r to participate in conformity with the said Invitation		
If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for EoI document.			
We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for EoI document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our EoI is liable to be rejected.			
We hereby Submit EMD amount of Rs			
Authorized Signatory			
Name			
Designation			

## **Annexure 2: Format for Self-Certificate & Undertaking**

Self-Certificate (To be on company letter head)

EoI Reference No:	Date:

To,

RailTel Corporation of India Ltd. Plot No. 17, First Floor, Raghunath Nagar, Near Shahpura Thana, Bhopal, M.P. - 462039

Dear Sir,

## **Sub: Self Certificate for Tender, Technical & other compliances**

- 1) Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
- 2) We agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected BA after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected BA fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected BA.
- 3) We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for the agreed scope of work for which this EOI is submitted.
- 4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.
- 5) We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as

- required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.
- 6) We understand and agree that RailTel is intending to select a BA who is willing to accept all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.
- 7) We hereby agree to submit that in case of being selected by RailTel as BA for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.
- 8) We hereby undertake to sign Pre-Bid Agreement and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.

Authorized Signatory Name & Designation

# **Annexure 3: Undertaking for not Being Blacklisted/Debarred**

<on company="" head="" letter=""></on>
To,
RailTel Corporation of India Ltd. Plot No. 17, First Floor, Raghunath Nagar, Near Shahpura Thana, Bhopal, M.P 462039
Subject: Undertaking for not Being Blacklisted/Debarred
We, <u>Company Name</u> , having its registered office at <u>address</u> hereby declares that that the Company has not been blacklisted/debarred by any Governmental / Non Governmental organization in India for past 3 Years as on bid submission date.
Date and Place
Authorized Signatory's Signature:
Authorized Signatory's Name and Designation:
Bidder's Company Seal:

## **Annexure 4: Format of Affidavit**

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

1.

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(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/
The paper has to be in the name of the BA) **
I(Name and designation) ** appointed as the attorney/authorized
signatory of the BA (including its constituents),
M/s (hereinafter called the BA) for the purpose of the EOI
documents for the work ofas per the EOI No.
of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the
behalf of the BA including its constituents as under:
I/we the BA (s), am/are signing this document after carefully reading the contents.
Two the Bir (6), and the signing this document after carefully reading the contents.
I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
I/we hereby declare that I/we have downloaded the EOI documents from RailTel website <a href="https://www.railtelindia.com">www.railtelindia.com</a> . I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
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.
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.
I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA) ** and all my/our constituents understand that my/our offer shall be summarily rejected.

8.	3. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.				
	DEPONENT SEAL AND SIGNATURE OF THE BA				
VI	ERIFICATION				
	I/We above named EOI do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.				
	DEPONENT SEAL AND SIGNATURE OF THE BA				
Plac Dat					
	**The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by BA. Attestation before Magistrate/Notary Public.				

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

## **NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this " <u>Agreement</u> ") is t	made and entered into on thisday				
of, 2024 (the " <i>Effective Date</i> ") at	By				
and between					
RailTel Corporation of India Limited, (CIN: L6420)	2DL2000GOI107905), a Public Sector				
Undertaking under Ministry of Railways, Govt. of India, ha	iving its registered and corporate office at				
Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai					
referred to as 'RailTel'), which expression shall unles	s repugnant to the context or meaning				
thereof, deem to mean and include its successors and its	permitted assignees of the ONE PART,				
And					
) (CIN: under the provisions of Companies Act,	), a company duly incorporated				
under the provisions of Companies Act,	having its registered office at				
	(hereinafter referred to as ''),				
which expression shall unless repugnant to the context of					
include its successors and its permitted assignees of OTI					
RailTel andshall be individually referred to as ".					
WHEREAS, RailTel and, each possesses con	· · · · · · · · · · · · · · · · ·				
related to its business activities, including, but not lim					
confidential or proprietary under Section 2 of this Agreeme					
information, patents, copyrights, trade secrets, know-h					
specifications, engineering, business and marketing strateg					
	strategies, formulas, procurement requirements, vendor and customer lists, inventions,				
techniques, sketches, drawings, models, processes, appa					
programs, software source documents, product designs and the like, and third party confidential					
information (collectively, the " <u>Information</u> ");					
WHEREAS, the Parties have initiated discussions reg	arding a possible business				
relationship for	<u> </u>				
WHEREAS, each Party accordingly desires to disclose of	· · · · · · · · · · · · · · · · · · ·				
disclosing capacity, the "Disclosing Party") to the other Par					
the "Receiving Party") subject to the terms and condition	<u> </u>				
NOW THEREFORE, in consideration of the receipt of					
promises made in this Agreement, the Parties, intendin	g to be legally bound, hereby agree as				
follows:					
Permitted Use					

Receiving Party shall:

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

The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate: is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party; at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party; is approved for release by written authorization of Disclosing Party; or is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

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

#### Designation.

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

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

<u>Cooperation</u>. Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.

Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby. Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

**No Obligation.** Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.

#### **Return or Destruction of Information.**

All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:

termination of this Agreement; expiration of this Agreement; or

Receiving Party's determination that it no longer has a need for such Information.

Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.

**Injunctive Relief**: Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement

## Notice.

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

by personal delivery, when delivered personally; by overnight courier, upon written verification of receipt; or by certified or registered mail with return receipt requested, upon verification of receipt.

Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

## **RailTel Corporation of India limited:**

Attn:		
Address:		
Phone:		
Email.:		
Attn:		
Address:	<u> </u>	
Phone:		
Email:		

## Term, Termination and Survivability.

Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of \_\_\_\_years from the effective date hereof.

Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.

Notwithstanding the foregoing clause 9(a) and 9 (b), Receiving Party agrees that its obligations, shall:

In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and not apply to any materials or information disclosed to it thereafter.

Governing Law and Jurisdiction. This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi. Counterparts. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement No Definitive Transaction. The Parties hereto understand and agree that no contract or agreement with respect to any aspect of a potential transaction between the Parties shall be

agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "*Final Agreement*"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

## **Settlement of Disputes:**

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

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

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

#### CONFIDENTIALITY OF NEGOTIATIONS

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

#### REPRESENTATION

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

#### **ASSIGNMENT**

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

#### **NO LICENSE**

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

#### **RELATIONSHIP BETWEEN PARTIES:**

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

## 20: UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)

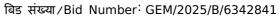
agrees and acknowledges that	_, its Partners,
employees, representatives etc., by virtue of being associated with RailTel	and being in
frequent communication with RailTel and its employees, shall be deemed to be	e "Connected
Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulati	ons, 2015 and
shall be bound by the said regulations while dealing with any confidential	and/ or price
sensitive information of RailTel shall always and	l at all times
comply with the obligations and restrictions contained in the said regulations. I	In terms of the
said regulations, shall	abide by the
restriction on communication, providing or allowing access to any Unpu	ıblished Price
Sensitive Information (UPSI) relating to RailTel as well as restriction on tradit	ng of its stock
while holding such Unpublished Price Sensitive Information relating to RailTe	:1

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

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

Witnesses

Annexure-6
Amexure-0
Tender Document







दिनांक /Dated: 19-06-2025

## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details			
बिड बंद होने की तारीख/समय /Bid End Date/Time	11-07-2025 11:00:00		
बिड खुलने की तारीख/समय /Bid Opening Date/Time	11-07-2025 11:30:00		
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)		
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Coal		
विभाग का नाम/Department Name	Coal India Limited		
संगठन का नाम/Organisation Name	South Eastern Coalfields Limited		
कार्यालय का नाम/Office Name	Secl Bilaspur Chhattisgarh		
कुल मात्रा/Total Quantity	2		
वस्तु श्रेणी /Item Category	Network Security Devices (Firewall, Proxy Server Link Load Balancer etc along with upgradation of fi , LICENSES FOR NEXT GENERATION FIREWALL FOR PERIOD OF 05 YEARS		
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	LICENSES FOR NEXT GENERATION FIREWALL FOR PERIOD OF 05 YEARS		
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Ballasts for Fluorescent Lamps as per IS 1534 (Part 1), Security and Protective Software including Antivirus		
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Network / web security software appliances		
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes   Complete		
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes   Complete		
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		

बिड विवरण/Bid Details		
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No	
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes	
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination	
व्यापक रखरखाव शुल्क आवश्यक / Comprehensive Maintenance Charges Required	Yes	
बिड का प्रकार/Type of Bid	Two Packet Bid	
प्राथमिक उत्पाद श्रेणी/Primary product category	Network Security Devices (Firewall, Proxy Server Link Load Balancer etc along with upgradation of fi	
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days	
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
अनुमानित बिंड मूल्य /Estimated Bid Value	8776995	
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation	
मध्यस्थता खंड/Arbitration Clause	No	
सुलह खंड/Mediation Clause	No	

## ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	AXIS BANK LTD
ईएमडी राशि/EMD Amount	175600

## ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	AXIS BANK LTD
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	6

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

Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

#### लाभार्थी /Beneficiary:

Δ

SECL Bilaspur Chhattisgarh, COAL INDIA LIMITED, South Eastern Coalfields Limited, Ministry of Coal BANK NAME - AXIS BANK LIMITED BRANCH NAME - RAMA TRADE CENTER, BILASPUR (C.G.) NAME OF BENEFICIARY- SOUTH EASTERN COALFIELDS LIMITED, SEEPAT ROAD BILASPUR ACCOUNT NO. 914020047244694 IFSC CODE-UTIB0000164

(South Eastern Coalfields Limited)

## विभाजन/Splitting

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

#### एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	Yes	
रमजाइजाइ खराद परापता/ागा Furchase Freierence	les	

## एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes

- 1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
- 3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
- 5. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers

as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

- 6. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
- 7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 8. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
  - i. If number of technically qualified bidders are only 2 or 3.
  - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
  - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
  - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
  - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

# Network Security Devices (Firewall, Proxy Server Link Load Balancer Etc Along With Upgradation Of Fi ( 1 set )

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

#### तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	
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व्यापक रखरखाव / Comprehensive Maintenance	
Warranty of required product	1 Year
Comprehensive Maintenance Duration (Post Warranty)	5 Year

\*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

# उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	20%
Number of days allowed for ICT after site readiness communication to seller	दिन 30/Days/

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

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	C.Sakthivel	495006,ENT DEPARTMENT,SOUTH EASTERN COALFIELDS LIMITED, PO BOX NO 60, SEEPAT ROAD	1	60

## LICENSES FOR NEXT GENERATION FIREWALL FOR PERIOD OF 05 YEARS ( 1 pieces )

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

## तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<u>Download</u>	
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# उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%	
Min Cost Allocation for ICT as a % of product cost	20%	
Number of days allowed for ICT after site readiness communication to seller	दिन 30/Days/	

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

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	C.Sakthivel	495006,ENT DEPARTMENT,SOUTH EASTERN COALFIELDS LIMITED, PO BOX NO 60, SEEPAT ROAD	1	60

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

#### 1. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

SOUTH EASTERN COALFIELDS LIMITED payable at BILASPUR

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 2. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 3. Generic

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

#### 4. Generic

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

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

#### 5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

"Additional Technical and Commercial Terms and Conditions may be referred under Buyer added "Bid Specific ATC"

#### 6. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

6/10

#### 7. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

#### 8. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

#### 9. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity  $\div$  Original quantity)  $\times$  Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

#### 10. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

#### 11. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

#### 12. Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buver.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### 13. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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

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

# **Additional Clause For Comprehensive Maintenance Charges**

1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC.Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.

3.GST shall be included in the CMC Charges quoted.

4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula. A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.

5. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.

6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available. Under this option up to 10 years can be chosen for CMC charges beyond warranty period.

7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.

8.The CMC functionality shall be available in bid only and no direct RA shall be applicable.In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

CMC charges for 1st year after warranty period- Percentage to be indicated- A1

CMC charges for 2nd year after warranty period- Percentage to be indicated- A2

CMC charges for 3rd year after warranty period - Percentage to be indicated- A3

CMC charges for 4th year after warranty period - Percentage to be indicated- A4

CMC charges for 5th year after warranty period - Percentage to be indicated- A5

Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.

8.2. The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.

8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below includingCMC and then show the inter-se-ranking of the bidders. The following are the variables

- (i) Number of years for which CMC required.
- (ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:

Total Cost for evaluation=

 $C+C^*\{(A1/100)/(1.10^n)+(A2/100)/(1.10^n+1)+(A3/100)/(1.10^n+2)+(A4/100)/(1.10^n+3)+(A5/100)/(1.10^n+4)\}\ \ and\ so\ on$ 

C – Cost for equipment quoted and n shall be number of years of product warranty specified.

If 2 year warranty specified, n shall be2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5shall depend on how many years CMC selected. For3 yearCMC, only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4.CMC charges offered for each subsequent year should be same or higher than preceding year.

8.5. The CMC charges shall be offered within range of 3 to 10% of cost of equipment.

9. Since CMC charges are to be paid only later for each year during CMC period, applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges. The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis. The equipment cost and CMC charges (year to year) shall be matched individually.

12.The CMC Contract shall be an offline contract to be handled by buyer. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

13.CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

यह बिंड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

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

---धन्यवाद/Thank You---

## A. ADDITIONAL TERMS & CONDITIONS (TECHNICAL)

#### 1. SCOPE OF WORK:

- A. Provisioning of hardware-based Network Security Devices (comprising of UTM/Firewall, Link Load Balancer) in line with Technical specifications as indicated at Annexure "A".
- B. The subject device should be made available in High Availability Mode (ie 02 Devices on **Active / Active only**)
- C. Link Load balancing between **Existing 03 X 200 Mbps** Internet Leased Lines (obtained from different ISPs). The same is likely to be increased to **6 X 750 Mbps** during the tenure of contract.
- D. To provide the Internet access to approximate 1200 users LAN available at SECL Hqtrs. The same is likely to be increased up 1500 Users during the tenure of the contract.
- E. The system should provide the access to Internal Resources/ Servers over LAN / ISP Network.

## F. Security Audit:

- i. In order to safe-guard the vital data of SECL and its equipment, you should arrange for Cyber Security Audit of Network Security Devices (comprising of UTM/Firewall, Link Load Balancer) provided by the bidder once in a year from STQC or CERT-IN empanelled network auditors during the contract tenure. The detailed report of the same should be submitted to SECL.
- ii. The scope of periodic Security Audit shall be, security audit up to Ethernet ports (both LAN & WAN Ports of the hardware-based Network Security Devices (comprising of UTM/Firewall, Link Load Balancer) provided by the Bidder.
- iii. However, the cost of Security Audit for a period of 06 years is to be included in the price quoted by the bidder to SECL. No additional charges towards the security audit from STQC or CERT-in empanelled auditors shall be paid during the contract.

#### G. The scope of work also comprises of:

- i. The implementation of present operating policies from existing firewall to proposed firewall.
- ii. Implementation / configuration of new policies or Modifications of existing policies as and when required by SECL for gainful utilization of proposed Network Security Devices through Online / Physical access.
- iii. The Comprehensive Annual Maintenance Contract of 05 Years of entire system after completion of the 01 (One) year warranty period including all hardware.
- iv. The scope of AMC includes the periodic updates of Licenses, patches, threat management release updates and all other updates released by the OEM from

time to time, during the tenure of the contract without any additional financial implication to SECL except the AMC charges quoted by the bidder.

Supply, Installation & Commissioning of 3 kVA (9600 VAh) Online UPS with SMF Batteries for 08 Hours Power Back-up. However, the replacement of batteries is not covered under the scope of AMC.

1.1 The details of materials to be supplied is indicated at Bill of Quantity (BoQ).

#### 2.0 Eligibility Criteria

Indigenous manufacturer /OEM /authorized dealer/ reseller / distributor of tendered item is eligible to quote in this tender. In case of participation by authorized dealer / reseller / distributor, tender specific authorization of OEM for Network Security Devices (comprising of UTM/Firewall, Link Load Balancer) is required to be submitted.

#### 3.0 Provenness Criteria:

- **3.1** The following Provenness criteria shall be fulfilled as on tender opening date:
  - A. The bidder must submit the copy / copies of Supply order, Purchase order, Contract along with performance report of offered make Network Security Devices to any Government/ Public Sector Undertaking or Private Industries during last 05 years and performed satisfactorily for a minimum period of 01 year from the date of commissioning.:

1.	Network	Security	Devices	(comprising	of	:	01 set
	UTM/Fire	ewall, Lin	k Load Ba	lancer)			

- B. The equipment offered by the bidder should have been supplied same items:
  - i. Performance of only those items would be considered for assessing Provenness which have been commissioned 01 (one) year prior to the date of opening of tender but not before 05 (five) years from the date of opening of tender.
- ii. The performance certificate issued by the user against the work order copies must be enclosed.
- iii. The Bidder should submit self-authenticated copy/copies of supply orders of tendered items.
- iv. Bidders are advised to submit complete set of supply orders including documents like technical particulars, amendments/addenda etc (if any).
- v. In case of supply made to SECL, the commissioning reports (wherever required) will be obtained directly from end user(s) against the submitted supply order(s).
- vi. The authenticity of the self-certificate as well as other documents submitted by the bidder will solely be their responsibility and appropriate action will be taken by CIL/Subsidiary company if it is subsequently found to be misleading/ false/ forged.

- vii. In case purchase order copies submitted by the bidder(s) are older than 5 (five) years from the date of tender opening, but the supplied items (same or higher capacity) are commissioned not before 05 (five) years from the date of opening of tender, bidder shall also submit additional documents in order to establish that the item(s) supplied against above purchase order (or supply order) is commissioned not before to 05 (five) years from the date of opening of tender (wherever required). The responsibility of additional supporting documents (wherever required) to establish that the claim is commissioned not before 05 (five) years from the date of tender opening lies with the bidder.
- viii. However, it is not necessary that supply/purchase order/contract copy and performance certificate of quoted make should be on the name of Bidder.

#### 4.0 Relaxation to MSE's:

#### A. For Preferences to MSME

This bid is primarily for supply of goods, hence, if the bidder wants to avail the purchase preference as a MSME as defined in Public procurement Policy for Micro and small Enterprises (MSEs) Order 2012 dated 23.03.2012 issued by ministry of Micro, Small and Medium Enterprises and its subsequent orders/Notifications issued by concerned Ministry, the bidder must be the manufacturer of offered Network Security Devices (comprising of UTM/Firewall, Link Load Balancer). The traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.

Hence, no traders/dealers/service class MSME certificate holders will be given any preference or exemption as MSME bidders for this bid.

It may please be noted that even if the bid includes installation & commissioning and CAMC of 05 years along with supply of items, this tender will be treated under the category of Supply or Manufacturing and NOT under the category of SERVICES for the provisions of MSME.

MSE status for EMD exemption, MSE purchase preference and Make in India shall be considered for manufacturer of "The Offered make Network Security Devices (comprising of UTM/Firewall, Link Load Balancer)".

### B. For MIIs:

Qualification:

a. This bid is for Class 01 local suppliers (50% and above local content) & class 2(20% and above local content) local suppliers. Hence, Non local suppliers will be not be accepted for this bid.

- b. Bidders have to submit the minimum 20% or above local content document(for the offered product: ie Network Security Devices (comprising of UTM/Firewall, Link Load Balancer) to qualify for this bid as the bid is not for non-local suppliers.
- c. Minimum local content for preference under MII clause: 50% for the offered Item: "Network Security Devices (comprising of UTM/Firewall, Link Load Balancer)". The Bidder must upload documentation in support of their claim for preference under MII.
- d. To avail the preference under MII, the bidder must upload the document on OEM's letter head certified by respective OEM that the local content of the offered **Network Security Devices (comprising of UTM/Firewall, Link Load Balancer)** is equal to or more than 50% along with the name of the location in India where the claimed local value is added to the product.
- e. It may please be noted that **Network Security Devices (comprising of UTM/Firewall, Link Load Balancer)is** primary products for this bid. Hence, the bidder has to upload the MII preference documents in support of the same.
- f. However, if the bidder does not submit the 50% local content document but submit the 20% local content document in support of the primary products, he will be qualified but preference will not be given under MII.

It may also be noted that the relaxation to MSME shall be given to OEMs of offered items indicated at above.

#### **5.0 DELIVERY SCHEDULE:**

5.1 Delivery period (Including Supply, Installation, Commissioning of supplied items with all assemblies & accessories) must be completed as follows:

S/N	Location of	Consignee	Supply of	Installation,
	Installation		Equipment's	Testing,
			with	Commissioning
			accessories	as per NIT/GeM
1.	SECL Hqtrs	General	Within 60	Within 90 Days
	Bilaspur	Manager	Days from the	from the date of
		(E&T), SECL,	date of	Contract
		Bilaspur	Contract	

#### 6.0 PACKING:

All equipment and materials supplied against this contract shall be suitably protected, covered in waterproof packing and the packing should be strong enough to prevent damage or deterioration during transit handling and storage at the site till the time of final commissioning. The bidder shall be responsible

for any loss or damage during transportation, handling and storage due to improper packing.

#### 7.0 TRANSPORTATION & INSURANCE:

All transportation, transit insurance required for supply and commissioning of the Network Security Devices (comprising of UTM/Firewall, Link Load Balancer) are to be arranged by the bidder and no extra cost shall be paid. Any damage to the material and system supplied through this contract till the handover of the system shall be the responsibility of the vendor and insurance (if any) required to mitigate the risk shall be borne by the vendor.

All tools, tackles, testing instruments etc. as required during execution of work, checking testing and attending to routine maintenance and breakdowns shall be arranged by the contractor. The bidder has to ensure timely installation, testing and commissioning as per the terms of work order. Transportation of materials required for the work/manpower shall be arranged by the bidder at their own cost.

#### 8.0 WARRANTY PERIOD:

- A. The warranty mentioned anywhere shall be read as under:
  - Warranty shall remain valid for 18 Months (Eighteen) months from the date of receipt and acceptance of material at consignee's end or 12 Months (Twelve) months from the date of its installation/fitment /commissioning, whichever is earlier.
- B. The Contractor shall warrant that the Goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The contractor further warrants that all Goods supplied shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- C. The purchaser shall promptly notify the contractor in writing of any claims arising under this warranty.
- D. The purchaser shall notify Contractor of any errors and malfunctions, which occur and noticed when equipment are in use, by telephone/e-mail or through his Service Engineer(s) at his office address.
- E. The maximum response time for a complaint in the schedule of requirements, i.e, time required for contractor's maintenance engineers to rectify the defects and response for the same shall not exceed 24 Hours Upon receipt of such notice, the Contractor shall, visit the site and shall restore/replace the defective Goods or parts thereof, without cost to the SECL within 24 hours thereafter.
- F. If the Contractor, having been notified, fails to remedy the defect(s) within the time specified, SECL may proceed to take such remedial action as may be necessary, at the contractor's risk and expense as specified and without

prejudice to any other rights which the purchaser may have against the contractor under the contract.

#### 9.0 **INSPECTION AUTHORITY:**

General Manager (E&T)-HoD or his Authorized Representative.

#### **10.0 PAYMENT TERMS:**

- 10.1 Payment terms for Supply, Installation, Commissioning:
  - The payment terms for Supply, installation, testing & commissioning of Network Security Devices (comprising of UTM/Firewall, Link Load Balancer) along with complete accessories as per scope of supply shall be:
  - A. 80% value of the equipment and accessories and 100% taxes and duties and other charges shall be made within 21 days after receipt and acceptance of system with all accessories by the consignee and also receipt and acceptance of Security Deposit /Performance Bank guarantee (as specified in the tender document) by SECL.
  - B. Balance 20% payment and 100% installation & commissioning charges shall be made shall be released within 21 days after successful commissioning and acceptance of commissioned equipment at site by General Manager (E&T)-HoD, SECL, Bilaspur subsequent submission of invoices along with jointly certified document indicated successful commissioning by the representative of the General Manager (E&T)-HoD & representative of the successful bidder. For successful commissioning of equipment the supplier has to depute competent person at site and provide technical assistance required for commissioning and initial testing of the equipment.

#### C. PAYMENT OF CAMC

- i. The CAMC charges shall be paid on quarterly basis after completion of each quarter on submission of bills along with performance report and copies of servicing /repairing reports for verification of breakdown periods to the General Manager (E&T)-HoD.
- ii. While processing the bills, penalty if any, during each quarter shall be recovered from the bills. **The basis of calculation for penalty deduction is indicated at Clause No. 9-C-iii.** The bills on this account shall be submitted to General Manager (E&T)-HoD, SECL, Bilaspur or duly authorized person of GM (E&T)-HoD, SECL, Bilaspur.

#### iii. PENALTY CHARGES:

a. During the contract period, CAMC charges payable, after deducting penalty if any, shall be computed every month as follows:

The successful bidder is required to ensure 99.95 % availability on monthly basis covered under the contract.

- b. The contractor is required to ensure minimum availability of 99.95% on monthly basis. The contractor should ensure the availability of the device, and also the turn-around time in case of failure of the device. In case, the monthly availability of the device / equipment falls below 99.95 %, penalty would be imposed on the contractor and the same would be deducted from the Monthly Rental Charges payable to him on quarterly basis.
- c. Availability of 99.95% of the device / equipment including UPS etc on the basis of (24 hours x 7 days) for 365 days x 6years. Percentage of device / equipment availability will be calculated on monthly basis.
- d. However, the breakdown of UPS and penalty in this regard is specified below separately.
- e. Device Availability (%) =

### (Sum of total hours during the month – sum of downtime hours during the month) $\times~100$

#### Sum of total hours during the month

{Example: If there are 30 days in a calendar month, then total time would be 43,200 Minutes. The acceptable downtime would be 21.6 minutes (0.05%) for making full payment for the month based on the following calculations (43200-21.6)/43200\*100=99.95%}

The downtime meter is supposed to have commenced from such time it is reported either by the contractor or informed/notified by the SECL or from the time the trouble tickets are raised by the contractor, whichever is early.

Availability and Penalties for downtime Levy of penalties is without prejudice to other rights and remedies available under this agreement.

Device / Equipment uptime per month	Amount payable for Bandwidth recurring charges
99.95% and above	100% of Monthly AMC charges
99 % to 99.95 %	2 % penalty of Monthly AMC charges
9895% to 98.00 %	4 % penalty of Monthly AMC charges
98.00 % to 97.00 %	10 % penalty of Monthly AMC charges
97.00 % to 96.00%	25 % penalty of Monthly AMC charges
Below 96 %	No payment shall be made.

#### Note:

- 1. Further if the number of breakdown of the device / equipment instances during a month exceeds 03, an additional 0.50% downtime per downtime will be reduced from uptime and the penalty will be calculated accordingly.
- 2. The duration of time for which the Device / Equipment services are unavailable or inaccessible due to system down condition i.e., total failure of the Device or failure of any port or services obtained from the device etc. would be added to down time.

- 3. The damages due to lightning, thundering, voltage fluctuations, over & under voltage, surge to the device / UPS shall be repaired / replaced by the successful bidder without any extra cost to SECL and the total time of repair / replacement shall be considered as downtime.
- 4. However, in case of breakdown of UPS, the same shall be attended within 24 Hours and shall be rectified within 24 Hours thereafter. In case the bidder fails to comply the same, the breakdown beyond this period will attract penalty of Rs. 500.0 per day.
- 5. Downtime in Device / Equipment availability due to the following situations will not be considered for the purpose of penalty:
- a. Internet Leased Line or power failure at the end of SECL. (Over and above the minimum 08 hours power back-up system provided by Contractor).
- b. Planned downtime (Scheduled Maintenance Time) should not be more than one hour per month & SECL should be informed at least 72 hours in advance and subsequent approval / acceptance should be taken from SECL otherwise it will be considered as downtime. Mutually agreed Planned downtime (scheduled maintenance) of equipment etc. will not be considered as downtime.
- c. Planned downtime is the time for scheduled maintenance and upgrade during which a system cannot be used for normal productive operations.

#### 11. PAYING AUTHORITY:

General Manager (F), SECL, Bilaspur.

- A. All the payment against this contract including Supply, Installation Commissioning & CAMC Charges (as indicated at Clause No. 9A, B & C) shall be made by General Manager (F), SECL Bilaspur.
- B. All invoices should have complete details of Work, Supply Order Details, Period of Payment etc with respect to the claim period and tax breakup. All invoices will be payable after deducting applicable penalty or LD amount, if any. Last bill shall however be settled after end of the contract period after adjusting all outstanding dues.

#### 12.0 SCOPE OF MAINTENANCE

#### A. TERMS AND CONDITIONS OF CAMC

The Scope of Maintenance work will be as under.

- i. Implementation / configuration of new policies as and when required by SECL for gainful utilization of proposed Network Security Devices (comprising of UTM/Firewall, Link Load Balancer).
- ii. Implementation of changes in policies as and when required by SECL management in proposed Network Security Devices (comprising of UTM/Firewall, Link Load Balancer).

- iii. The changes as required by SECL management can be done either through Remote login or through deputing the technical expertise onsite. However, no any charges shall be paid towards visit of technical expertise (including travel expenses or any other expenses)
- iv. The successful bidder shall make their own arrangement for transportation of men & materials for attending the breakdown calls or any service-related issues during the contract period. Arranging of accommodation for their manpower is the sole responsibility of the successful bidder.
- v. The successful bidder must ensure proper maintenance and upkeep of all hardware, software, devices, cables etc for its smooth functioning.
- vi. The periodicity of preventive maintenance, if any, shall be minimum once in three month and shall be carried out during normal working hours of SECL with prior intimation to the user department / GM (E&T)-HoD or his authorized representative.
- vii. The successful bidder shall submit service reports jointly signed by the service engineer and representative of G.M (E&T)-HoD for routine as well as for breakdown visits. One copy of the service/breakdown report to be submitted in the office of General Manager (E&T)-HoD.
- viii. The damages due to lightning, thundering, voltage fluctuations, over & under voltage, surge to the device / UPS shall be repaired / replaced by the successful bidder without any extra cost to SECL and the total time of repair / replacement shall be considered as downtime.

#### 13.0 ADDITIONAL TERMS AND CONDITIONS

- A. The bidder has to submit the technical literature /brochure for the offered items.
- B. The successful bidder must provide necessary software/API for integration of all the devices covered under the scope of this tender during the tenure of the contract.
- C. SECL shall Provide 230 Volts AC input supply. However, the wiring for all the devices / equipment to be supplied is required to be done by successful bidder.
- D. The successful bidder should not sub-contract a part or whole of the work without written consent of the buyer.
- E. It is the responsibility of the successful bidder to ensure the restoration of defective equipment / devices within **02 Days (24 Hrs)** from the receipt of complaint received from the user through any mode of communication by SECL.

- F. The Training to at least 03 SECL Employees for the system needs to be imparted for 03 days.
- G. It will be the sole responsibility of the bidder to integrate all the items indicated in the Bid Document for its smooth installation, commissioning as well as seamless operation of the entire system till completion of comprehensive Annual Maintenance contract. However, it may also be noted that SECL will not bear any financial implication either towards services or towards devices / equipment that may be deemed necessary for installation as well as CAMC.
- H. The successful bidder must submit warranty certificate along with the challan/Invoice.

## I. Bidder must submit the self-attested copies of the items indicated at Annexure "B" with required details during submission of documents.

#### Note:

- i. In case of conflict arising due to the software and technical provisions in GeM portal, the provisions of GeM portal shall prevail.
- ii. In all other conditions except the technical/software/system requirement of GeM portal any discrepancy arises due to contradictory/ conflicting provisions given in the GeM portal and customized NIT and tender document uploaded by SECL, the provision of the customized NIT and tender documents of SECL shall prevail and supersede the provision of GeM}.

#### 14.0 PATENT RIGHTS:

Successful bidder shall indemnify SECL against all 3<sup>rd</sup> party claims of software piracy & infringement of intellectual propriety rights. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods and services or any part thereof in India, Successful bidder shall act expeditiously to extinguish such claim. If Successful bidder fails to comply and SECL is compelled to pay compensation to a third party resulting from such infringement, Successful bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees to SECL.

#### **15.0 GENERAL TERMS & CONDITIONS:**

15.1 The bidder is required to fill the confirmation values for parameters as indicated below:

The bidder is required to provide the Make & Model of individual items:

S/N	Technical Details	Relevant Details required from bidder		Remarks, if any
_		Make	Model	
Α	DETAILS OF ITEMS			
	Provisioning of hardware-based Network Security Devices (comprising of UTM/Firewall, Link Load Balancer) in line with Technical specifications as indicated at Annexure "A", with the implementation of present operating policies from existing firewall to proposed firewall.			
1	The proposed device should be capable to cater:  ➤ Existing 03 x 200 Mbps Internet Leased Lines (obtained from different ISPs). The same is likely to be increased to 6X 750 Mbps during the tenure of contract. To provide the Internet access to approximate 1200 users LAN available at SECL Hqtrs. However, the same is likely to be increased up 1500 users during the tenure of contract.  ➤ Should provide the access to Internal Resource Servers over LAN / ISP Network.			
	The subject device should be made available in High Availability Mode (ie 02 Devices on Active / Active only)			
2	3 <b>kVA (9600 VAh)</b> UPS with Sealed Maintenance Free (SMF) Batteries for 08 Hours Backup			

	Parameter	Relevant details input required from bidder (YES/No)
В	Status of manufacturing firm for the quoted items as: Start-up/MSE Manufacturer or Non-start-up & Non MSE Manufacturer.	
С	Proof of manufacturer	
D	Other documents / Statutory documents to be submitted along with the offer (in addition to bid related documents)	
1	In case of participation by authorized dealer, tender specific authorization of OEM is required to be submitted for following items:  a. Network Security Devices (comprising of UTM/Firewall, Link Load Balancer).  b. The OEM authorization submitted by the OEM must clearly indicate "In case the OEM discontinues Model during the tenure of the contract period, the bidder will change the supplied Model with the updated model of same or higher specifications with certification of the OEM" & the approval of GM (E&T)-HoD  c. The OEM will provide all service support for complete hardware as well as will provide periodic updates of Licenses, patches, threat management release updates and all other updates released from the OEM from time to time, during the tenure of the contract without any additional financial implication to SECL" except the AMC charges quoted by the bidder.	

		The bidder must submit the copy of Supply order /Purchase order / Contract Copy along with performance report comprising of the offered make of same or higher capacity following items:  a. Network Security Devices (comprising of
		UTM/Firewall, Link Load Balancer)
4	2	In India either to Coal India Limited or Its subsidiaries or any Government/ Public Sector Undertaking or Private organization.
		However, it is not necessary that Supply/Purchase Order /
		Contract Copy and performance certificate of quoted make
		should be on the name of the bidder.
$\vdash$		
		Performance of only that equipment would be considered for
1	3	assessing Provenness which have been commissioned 01
		(one) year prior to the date of opening of tender but not prior
		to 05 (five) years from the date of opening of tender.

#### **16.0 PERFORMANCE BANK GUARANTEE:**

(FOR WARRANTY PERIOD):

A. The successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% of the equipment landed value including all taxes, duties and other costs and charges, without considering Input Tax Credit. (As per below format) (on a non-judicial stamp paper of value Rs.250.00 only) The PBG(s) for equipment **shall remain valid till 3 months** after the completion of warranty period.

#### B. PERFORMANCE BANK GUARANTEE (FOR CAMC PERIOD):

After successful completion of warranty period, the firm shall require to furnish a Performance Guarantee equivalent to 10 % of the total equipment landed value including all taxes, duties and other cost and charges, without considering input tax credit. The PBG(s) for CAMC **shall remain valid till 3 months even after the completion of CAMC period**. The performance guarantee for warranty will be released only after both the conditions met i.e. completion of warranty period and confirmation of receipt of performance guarantee for CAMC.

#### PRICE BREAKUP FORMAT FOR 05 YEARS OF CAMC PERIOD

#### NAME OF THE WORK:

Supply, Installation, Configuration, Testing & Commissioning of Network Security Devices (comprising of UTM/Firewall, Link Load Balancer) along with 3 kVA (9600 VAh) Online UPS with SMF Batteries for 08 Hours Power Back-up SECL Hqtrs, Bilaspur.

S/No	Description		Basic AMC Charges	GST@18%	Total
			(Ar	nount in RS)	
1	Comprehensive On-site	Annual			
	Maintenance Contract of:				
	Network Security Devices				
i.	(comprising of UTM/Firewall,	02 Nos.			
	Link Load Balancer), to be	02 11001			
	installed at SECL Hqtrs				
ii.	2 kVA UPS with SMF batteries for 08	01 No.			
	Hours back-up.			Γ	
Α	Value of 1st Year CAMC				
В	Value of 2 <sup>nd</sup> Year CAMC				
С	Value of 3 <sup>rd</sup> Year CAMC				
D	Value of 4 <sup>th</sup> Year CAMC				
E	Value of 5 <sup>th</sup> Year CAMC				
F	TOTAL FOR CAMC of 05 Years				
'	(A+B+C+D+E)				
	05 (Five) Year Licenses Charges				
	Provisioning of operating Licens				
	comprises of periodic updates that wi	•			
	Network , Email, Web, DNS , Anti	imalware,			
2	Zero day protection policy, as well as	s periodic			
2	updates on Threat Management, firmware				
	upgrade etc. Apart of above the scop	e of work			
	also comprises periodic audit from CERT-in or				
	SQTC certified auditors once a year of	during the			
	contract tenure.				
3	Grand Total (1+2)				

#### NOTE:

> The bidder should not declare/submit the breakup of the price quoted in above Price Breakup Format along with their bid.

> Only the successful bidder shall have to provide complete breakup of the quoted price in above Price Breakup Format within two days (2 X 24 hrs) of opening of price bid.

### BILL OF QUANTITY:

S/N	Description	Unit	Qty
А	Supply, Installation, Commissioning & Integration of:		
i.	Hardware-based Network Security Devices (comprising of UTM/Firewall, Link Load Balancer) in line with Technical specifications as indicated at Annexure "A", with the implementation of present operating policies from existing firewall to proposed firewall.  The subject device should be made available in High Availability Mode (ie 02 Devices on Active / Active only)	Numbers	02 Numbers
ii.	3 <b>kVA (9600 VAh)</b> Online UPS with Sealed Maintenance Free (SMF) Batteries for 08 Hours Back-up	Number	01 Number
В	Comprehensive Annual Maintenance Contract for a period of 05 years after completion of one-year standard warranty for following items:		
i.	Hardware-based Network Security Devices (comprising of UTM/Firewall, Link Load Balancer)	LS	LS
ii.	3 <b>kVA (9600 VAh)</b> Online UPS with Sealed Maintenance Free (SMF) Batteries for 08 Hours Back-up		
С	Provisioning of operating Licenses that comprises of periodic updates that will provide Network , Email, Web, DNS , Antimalware, Zero day protection policy, as well as periodic updates on Threat Management, firmware upgrade etc. Apart of above the scope of work	LS	LS

also comprises periodic audit from CERT-in or	
SQTC certified auditors once a year during	
the contract tenure.	

#### Note:

- A. The bidder is required to submit tender specific authorization for quoted items i.e Network Security Devices (comprising of UTM/Firewall, Link Load Balancer)
- B. Only the successful bidder (ie techno commercially qualified) shall have to provide complete breakup of the quoted price in the above price breakup format within 48 hours of opening of the price bid.
- C. The finalization of L-1 bidder shall be on total value basis.
- 1. The primary product for qualifying the eligibility, Provenness criteria and Make In India is "Network Security Devices (comprising of UTM/Firewall, Link Load Balancer).
- 2. The compliance of Make in India and DPIIT/MeITy guidelines and circular for procurement for countries sharing Land Boundary with India for is Hardware-based Network Security Devices (comprising of UTM/Firewall, Link Load Balancer)".

# MNIMUM TECHNICL SPECIFICATIONS (HARDWARE) OF NETWORK SECURITY DEVICES (COMPRISING OF UTM/FIREWALL, LINK LOAD BALANCER)

Make :

Model	<u> </u>	
S/N	Description	Value
Α	Type	New Gen Firewall
В	Form Factor	1 RU
С	Interface	
1	Type of Interface Supported	GE Copper/1G SFP, 10G SFP+
2	Number of GE Copper interface	08 Minimum
3	Number of 10G SFP+ interface	04 Minimum
4	USB(2.0) interface	02 Minimum
5	Console	01 Minimum
D	Storage Capacity (GB) & Type	SSD minimum 240 GB
E	Throughput with all features enabled	18000
	(Under Test Condition) (Mbps)	
F	Threat prevention (Mbps)	9500
G	App threat prevention (Mbps)	11000
Н	ISP Throughput (Mbps)	10000
Ι	Antimalware (Mbps)	95000
J	SSL encryption (Mbps)	5000
K	Concurrent Session	40,00,000 or better
L	New session/Connection per second	115000 or better
М	Encryption	DES/3DES/AES (128, 192 & 256 BIT)
N	Number VPN Peers supported (Site to Site)	3000
0	Number of VPN Peers supported (Client to Site)	500
Р	Route based VPN	RIP/OSPF/BGP
Q	Traffic handled	TCP, UDP, HTTP/TCP, TCP/UDP
R	Features	Layer 3 - Layer 4, NAT, VPN, Application Visibility and Control (AVC), User Identity, Next Generation Intrusion Prevention
		System (IPS), Zero Day Protection / Advance Malware protection, Web Security Essentials / URL Filtering/ DNS Filtering
S	Firewall Policies	Licenses
Т	Details of the Firewall Policies for the Firewall provided with the License	DDoS, Web Security Essentials / URL Filtering, IPS License, Application Visibility License, APT (Advance Persistent Threat) License (Anti Malware Protection,

		C & C attacks, Geo IP Protection, Zero Day Threat Protection), Gateway Antivirus,	
		Gateway Anti-spam.	
U	Security Intelligence	IP, URL, Domain	
V	Certification	Common Criteria /NDPP /NSS /ICSA Labs/	
		FIPS 140-2	

#### Additional features

- 1. The Firewall should Support for TLS 1.3 to improve overall security on the firewall.
- 2. Should support deep packet SSL to decrypt HTTPS traffic for scanning (IPS, Gateway Antivirus, Content Filtering, Application control) transparently and send to destination if no threat found.
- 3. Firewall must support Proxy-less and non-buffering inspection technology for DPI scanning without introducing file and stream size limitations, and can be applied on common protocols as well as raw TCP streams.
- 4. Firewall should scan for threats in both inbound and outbound and intra-zone traffic for malware in files of unlimited length and size across all ports and TCP streams by GAV & Cloud AV.
- 5. The proposed firewall should support Bi-directional raw TCP inspection that scans raw TCP streams on any port and bi-directionally to detect and prevent both inbound and outbound threats. Solution should have single-pass DPI architecture simultaneously scans for malware, intrusions and application identification and ensuring that all threat information is correlated in a single architecture.
- 6. Should have facility to block the URL's based on categories, granular control like Allow/Block, Bandwidth Management, Passphrase override, Notify.
- 7. URL database should have at least 15-20 million sites and 85 + categories.
- 8. Firewall must have integrated IPS shall be able to scan packet payloads for vulnerabilities and exploits, covering a broad spectrum of attacks and vulnerabilities.
- 9. Should have at least 20,000 IPS signatures or 20,000 DPI signatures and minimum 80 million cloud AV signatures.
- 10. The solution should have Granular content filtering allowing customer to block content using the predefined categories or any combination of categories.

- 11. Shall be able to configure traffic shaping on a per policy basis for specific application/ Specific networks and should be able to define guaranteed bandwidth and maximum bandwidth per policy.
- 12. Should support both on premise and cloud based Multi-engine Sandboxing for preventing zero day threats.
- 13. The Firewall should have the capability to block/prevent from Side Channel attacks like Meltdown, Spectre, Foreshadow, Foreshadow-NG, Portsmash etc.
- 14. Should support both for analysis of a broad range of file types, either individually or as a group, including executable programs (PE), DLL, PDFs, MS Office documents, archives, JAR, and APK plus multiple operating systems including Windows, Android, Mac OS X and multi-browser environments.
- 15. Should have ability to prevent potentially malicious files from entering the network and those files sent to the sandbox for analysis to be held at the gateway until a verdict is determined.
- 16. Should detect and prevent hidden attacks that leverage cryptography, blocks encrypted malware downloads, ceases the spread of infections, and thwarts command and control (C&C) communications and data exfiltration.
- 17. Should protect against DDoS/DoS attack using both Layer 3 SYN proxy and Layer 2 SYN blacklisting technologies.
- 18. It protects against DOS/DDoS through UDP/ICMP flood protection and connection rate limiting.
- 19. The proposed solution should support active-passive / active-active high availability.
- 20. The device should support stateful session failover to a standby appliance in the event of a hardware failure without any manual intervention
- 21. Should provide real-time monitoring and visualization provides a graphical representation of top applications, top address, top users and intrusion by sessions for granular insight into traffic across the network
- 22. The system should provide GUI panels and actionable dashboards with general information, system status, system usage, network interface status, security services information & High availability status.

- 23. Should support granular network visibility of network topology along with host info. Solution should have realtime visibility of infected hosts, critical attacks, encrypted traffic information & observed threats.
- 24. The Central Management platform should be on-premise and should have necessary resource allocation for smooth functioning of the management and analytics. Analytics platform should have Real-time risk monitoring and analysis of all network and user traffic that passes through the firewall ecosystem
- 25. The Centralize management platform should support multidevice firmware upgrade, certificate management, global policy template to push config across multiple firewall in single click.
- 26. The Management platform shall be appliance/VM based including log storage/ Management and shall support analysis and reporting of firewall logs. Should have Multi Tenant and Device Group level management with minimum 365 Days log retention
- 27. The solution should support Application Visualization and Intelligence should show historic and real-time reports of what applications are being used, and by which users. Reports should be completely customizable using intuitive filtering and drill-down capabilities.
- 28. Analytics platform support Real-time risk monitoring and analysis of all network and user traffic that passes through the firewall ecosystem. The solution should support Cloud-based configuration backup.
- 29. The Firewall solution offered must be ICSA certified for Network Firewall/Common Criteria NDPP (Firewall)
- 30. Solution should **support 24 H x 365 D X 6Y** telephone, email and web-based technical support. Manufacturer's warranty should be mentioned minimum 06 (Six) years warranty including all services like GAV, IPS, Antispyware or antimalware, CFS, Application control, BoT protection, ATP, Patch & Firmware upgrade etc.

### LINK LOAD BALANCING FEATURES The Minimum features for Internet Link Load Balancer shall be:

- 1. Internet link load balancer should support IPV4 & IPV6
- 2. Should support Dynamic routing protocols like OSPF, RIP1, RIP.
- 3. Should provide minimum 100 Gbps through-put over L4/L7

- 4. External Attacks Surface Monitoring portal for Public IP and Domains monitoring provided to SECL
- 5. VPN connections and VPN clients for Windows & IOS.
- 6. VPN connections up to 500 and increase in future.
- 7. Firewall Log Analysis Tool
- 8. DDoS protection: Minimum 150 M Syn cookies / second
- 9. Safety Certifications: FCC Class A, IC Class A, ANSI / UL 60950
- 10. Load Balancing Features
- 11. Should support for multiple internet link in active-active load balancing & active-standby failover mode. At present 03 Numbers of 200 Mbps Internet Lease Lines of 03 different Internet Service Providers are operational at SECL Hqtrs. however, the bandwidth and numbers are likely to vary in future up to 4 ISPs & 1 G Bandwidth (over all).
- 12. Should support for min. 8 internet link. In case of link failure device should detect it in not more than 30 seconds and traffic should be diverted to another link automatically.
- 13. Load balancing for inbound & outbound traffic. Selection of shortest path to destination based on load/Hopes/response time. Should support load balancing algorithms like round robin, weighted round robin.
- 14. Should support Static NAT & Dynamic NAT. Should be able to redirect traffic based on Source IP, Destination IP & TCP PORT. Should support Graceful shutdown / Activation of links.
- 15. Should provide individual health check for each link. Should be able to do health check on protocol like HTTP, SMTP, POP etc. Should provide GUI interface to configure any health check. Should be able to do health check on protocol like HTTP, SMTP, POP etc. Should provide GUI interface to configure any health check Should support bandwidth management based on any L3-L7 information.
- 16. Should provide Minimum & Maximum bandwidth allocation limit.
- 17. Should provide two-way bandwidth management. Should support bandwidth borrowing between two policies. System should show real-time & History report of Bandwidth usage per policy.

- 18. Should provide GUI interface for configuration & reporting Should provide HTTP/HTTPS interface management Should provide SSH CLI/CLI/Telnet interface & SNMP. Should provide detailed LIVE reporting for traffic on each link. Should provide detailed historic reporting for link traffic.
- 19. Device based External/Internal Firewall should support both IPV4 & IPV6. Firewall should support "Stateful" policy inspection technology Device should also have Centralized Management capability.
- 20. The firewall should have remote access features like IPSec Client to Site VPN
- 21. Device should support for Active Active connections.
- 22. It should support the protection of unlimited IP hosts.

#### A. The bidder is required to:

- 1. Comply all the technical specifications.
- 2. Clearly indicate the Make & Model of the offered items
- 3. Attach the technical brochure / product leaflet of offered items
- 4. The bidder is required to Provide the Bid Specific authorization from respective OEM for hardware-based Network Security Devices (comprising of UTM/Firewall, Link Load Balancer).

#### FORMAT FOR SELF-CERTIFICATION OF PERFORMANCE

Tender ref No:-----

We certify that the items covered in the purchase order(s) / Rate
Contract(s) copies enclosed with our offer have been fully executed and have
performed satisfactorily for period of not less than twelve (12) months and
all the complaints/claim (s) lodged by the purchaser, if any, have been attended
to and no complaints/ claim(s) are pending:

S/N	Item Description	Purchase	Purchase	Date of Supply
		Order/	Order/Rate	(in
		Contract No	Contract Date (in	DD/MM/YYYY
			DD/MM/YYYY	format)
			format)	
1				
2				
3				
4				

Name & Signature of Bidder

Designation

Date:

Seal of the firm

#### **B. ADDITIONAL TERMS & CONDITIONS (COMMERCIAL)**

As per GeM GTC guidelines the participation by the Seller in e-bidding shall be construed as his/her acceptance for all the Terms and Conditions as outlined in the e-bidding including GTC, STC and Commercial terms of ATC. Any other terms & conditions/deviations from the current bid document offered by the seller in any form will be considered void and submission of offer/participation by the seller will be treated as their unconditional acceptance to all terms & conditions outlined in the e-bidding including GTC/STC and commercial terms of ATC.

Ensuring submission of valid and authentic documents will be sole responsibility of the bidder. Further if at a later stage it is found that the above provided information is false/misleading/incomplete their offer may be treated as unresponsive and suitable penal action as per provisions of GeM Incident Management Policy may be taken against them.

#### 1. INSTRUCTION TO BIDDERS:

Scanned copies of following documents as per requirements of the bid may be submitted while submitting the offer online.

i. Declarations, certificates (wherever applicable) etc. required as per bid document.

#### ii. EMD EXEMPTION:

- a. The bidder seeking EMD exemption, must submit the valid supporting document as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. **Traders** are excluded from the purview of this Policy.
- b. For purpose of EMD exemption, by submission of valid Startup certificate, bidder undertakes that their turnover has not exceeded Rs.100 Cr. in any of the previous financial years since inception. The bidder shall specifically inform if the turnover has exceeded Rs.100 Cr in the any of the previous financial years since inception.
- c. For purpose of EMD exemption in case of BIS registered firm, in case of item wise evaluation the EMD is item wise and bidder shall submit the BIS addendum/correspondence documents showing validity and coverage of offered item in BIS, as it is essential information the same shall be required for decision for acceptance/rejection of EMD.

It is noted that above clauses of EMD exemption are in line with GeM GTC giving the detailed methodology of evaluation and shall remain final.

- iii. Any Central/State Government Organization/PSU shall be exempted towards submission of EMD. OEMs/OES or their authorized agents participating in Open/Limited tenders for procurement of spare parts of their equipment are exempted from submission of EMD in case of tenders for supply of spares only.
- iv. Scanned copy of EMD required to be submitted by bidders in the form of Bank Guarantee on GeM portal in the prescribed format shall be uploaded by seller in the online bid and hard copy of the same will have to be submitted directly to the Buyer within 5 days from bid opening date. (Copy of SFMS by issuing bank should

also be submitted along with hard copy of the Bank Guarantee)

- v. **MSE PREFERENCE**: The bidder seeking MSE preference, must submit valid UDYAM certificate which shall remain valid for the entire period of finalization of tender. As per the latest directives of Govt. of India EM-Part II/ UAM/NSIC/DIC etc. registered bidders must mandatorily register on UDYAM portal and in line with the same, only UDYAM registration certificate valid on bid opening date is to be submitted for claiming MSE preference.
- vi. Integrity Pact duly signed and stamped indicating the name and designation /capacity of the signatory. (If applicable)
- vii. Copy of GST Registration certificate issued by appropriate authority of India, if applicable
- viii. Copy of exemption certificate towards GST (if claiming exemption) from practicing Chartered Accountant (CA) to the effect that bidder is fulfilling all conditions prescribed in notification to make him exempted from registration. If applicable.
- ix. Certificate for Local Content in line with ATC clause and reference format provided for purchase preference for Make in India.
- x. In case Banned/Delisted/Debarred/Put on Holiday by any organization, necessary details/documents to be submitted, if applicable.
- xi. Other documents required as per bid/to be submitted by the bidder, if any.

Ensuring submission of valid and authentic documents will be sole responsibility of the bidder. Further if at a later stage it is found that the above provided information is false/misleading/incomplete their offer may be treated as unresponsive and suitable penal action as per provisions of GeM Incident Management Policy may be taken against them.

#### 2. <u>VERIFICATION OF LOCAL CONTENT AS PER MAKE IN INDIA POLICY</u>

The rules regarding Preference to Make in India and calculation of local content etc shall be as per latest rules/amendment of Government of India vide no P-45021/2/2017-PP- (BE-II)- Part 4 Vol II dated 19.07.2024 issued by Department for promotion of Industry and Internal Trade (DPIIT).

Certificate to be provided for percentage of Local Content in line with ATC clauses and reference formats provided for purchase preference and eligibility in line with the Latest revision to the Public Procurement (Preference to Make in India) Order notified vide OM No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II issued by DPIIT, dated 19.07.2024 shall be from the OEM of the offered product.

Further to the above, the certificate for Minimum percentage of local content shall also be required to be submitted from the OEM of the offered product in line with the Make in India policy.

#### **CERTIFICATE TOWARDS LOCAL CONTENT**

(To be submitted FROM OEM of offered product)

We do hereby certify that the item/s offered against the tender are manufactured at our
factory situated at & that the items offered have a local content of
%of the total value as prescribed by the competent Ministries/Departments in
pursuance to the Public Procurement (Preference to Make in India) Order.
The thoras offered and the minimum level content with the few Class.
The items offered meets minimum local content criteria for Class Local Supplier in
pursuance to the Public Procurement (Preference to Make in India) Order notified vide OM
No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II and subsequent amendments, if any.
Address of Location/Factory where local value is added
Authorized Signatory of OEM
Date:
Seal of the firm
Scar of the firm
I/We (Name of the auditor) are statutory/cost auditor of
(Name of the OEM) and are authorized to submit the above certification as per
MII Policy.
Signature & Stamp of statutory auditor or cost auditor of the firm
UDIN No
NOTE:
If tender value is Rs. 10.00 Crores and above the above certificate needs to be issued
through statutory auditor or cost auditor if the OEM is a company and from a practicing
Cost Accountant or practicing Chartered Accountant for OEMs other than company.

#### **NOTE:**

1. For items sold by bidder as reseller, OEM certificate for country of origin is also to be submitted.

#### 2. <u>VERIFICATION OF LOCAL CONTENT</u>

i. The bidder shall submit self-certificate for local content in the quoted Item at the time of tendering. In cases of procurement for a value in 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.

- ii. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project (herein to be considered as time given for supply of goods), for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed.
- iii. However, contract once awarded shall not be terminated on this account.

#### 3. EVALUATION OF BID/ SHORT FALL DOCUMENTS:

- i. All the offers will first be scrutinized to see whether they meet the basic requirements as incorporated in the bid document.
- ii. Purchaser will determine the Techno-commercial acceptability of the bidders on the basis of the original offer and subsequent clarifications/ confirmation, if any.
- iii. After evaluation of the uploaded documents, shortfall/clarification documents, if required, shall be sought from all the bidders. For shortfall/ clarification only 01 (ONE) chance will be given. The time period for reply to the clarification will be for 7(SEVEN) days only. Non receipt of communication from GeM will not be accepted as a reason of non-submission of documents within prescribed time. The bidders will upload and submit the requested documents, if any, within the specified period.
- iv. Bidders are hereby informed that all correspondence with them during the precontract stage shall be without any commitment whatsoever. SECL reserves the right to verify any of the documents uploaded by the bidder at any stage.

**NOTE:** The submission of forged document, if any, by the bidder(s), shall be dealt as per extant guideline of GeM GTC and ATC.

- **4. <u>VALIDITY OF OFFER:</u>** The offer should be valid as per provision of GeM, from the date of opening of tender as specified in the bid document. During the Tender evaluation process if the extension of the bid validity is required, the same can be obtained with the mutual consent of buyer and seller.
- 5. <u>SUBMISSION OF BILLS:</u> Upon dispatch of the Goods to the consignee, the supplier

shall notify the Ultimate Consignee and deliver the following documents at the time of arrival of goods at consignee end:

- GeM invoice for each line item of the contract and corresponding Supplier's Tax invoice for the same showing Contract Number, Goods description, quantity, unit price, total amount.
- ii. Manufacturer's/Supplier's warranty/guarantee certificate.
- iii. Manufacturer's Test & Inspection certificate.
- iv. Lowest Price Certificate
- v. Any other certificate/document as mentioned in the contract.
- vi. Local content certificate as per MII policy, duly certified by CA/statutory or cost auditor as applicable (in case of contracts having value above 10 crores only) as mentioned in commercial ATC clause.

In case of delay, the Supplier will be responsible for any consequent expenses.

**NOTE:** Each GeM invoice should have corresponding Tax Invoice. If GeM invoice is generated but not submitted in hard copy, same may be taken from the consignee login by the consignee.

#### 6. PRICE/PAYMENT TERMS:

#### I. Capital Items:

- a. 80% payment of equipment value along with full taxes and duties, may be released within 21 days after delivery and acceptance of the same by the consignee and receipt and acceptance of performance bank guarantee.
- b. Balance payment (20% of equipment value and ITC & other charges) shall be made within 21 days after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates of successful commissioning. A certificate shall immediately be submitted by the unit concerned duly vetted by the SO(E&M)/SO(Excv) and area GM to the paying authority through GM(E&M)-HOD/GM(Excv)-HOD to the effect that the equipment has been erected and commissioned to their entire satisfaction.
- II. **Revenue Items:** As per GeM provisions 100 percent payment shall be done upon completion of scope of supply after delivery and acceptance of the same by the consignee.

**NOTE:** The L-1 bidder shall submit price break-up of their offered prices after reverse auction for supply of equipment, installation and commissioning other charges and applicable GST, at the request of buyer **only after opening of price bid** through their registered email id on GeM portal which shall be considered part of contract and communicated through Addendum.

Offered Price against this bid should not be disclosed in any manner in submission of techno-commercial documents. Disclosure of price before price bid opening may render the bid as non-responsive and shall be eligible for rejection of bid.

7. <u>PAYING AUTHORITY:</u> General Manager (Fin), South Eastern Coalfields Limited, HQ, Bilaspur. However, regularization of payment on GeM portal shall be done as per

provision of GeM by Paying authority.

**NOTE:** The Local content self-certificate for contracts below ₹10 crores or the local content certificate duly certified by CA/statutory, or cost auditor (as applicable) shall be validated (UDIN verification for ₹10 Cr. and above) by the paying authority as per MII policy and subsequent amendments, if any.

As per MII policy, in case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty up to 10% of the contract value shall be imposed.

# 8. <u>PERFORMANCE SECURITY E-PBG as indicated in bid document shall be treated as SECURITY DEPOSIT:</u>

The Performance Security/Security Deposit equivalent to 5% of total landed value of contract (including all taxes, duties and other costs and charges, without considering Input Tax Credit) shall remain valid for at least 3 months after the completion of supply and material acceptance at consignee end.

The Performance Security/Security Deposit equivalent to 10% of equipment landed value along with maximum annual landed value of Spares & Consumables/AMC/CMC (including all taxes, duties and other costs and charges, without considering Input Tax Credit) shall remain valid for at least 3 months after the completion of supply and material acceptance at consignee end.

Performance Security/Security Deposit will be released with the approval of HOD of MM Department within 30 days after completion of supplies and acceptance of material by the consignee and submission of Performance Bank Guarantee(s) in case of supply contract or after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/goods involving installation and commissioning and PBG.

Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of equipment landed value along with maximum annual landed value of spares & consumables/AMC/CMC. Wherever Security Deposit is converted into PBG, the operation of such SDBG/Performance BG shall be guided by Performance Bank Guarantee Clause.

**NOTE:** The Bank Guarantee issued by a scheduled Bank shall preferably be operative at its branch situated at Bilaspur (Chhattisgarh State) or if the issuing bank does not have any branch at Bilaspur then Bank Guarantee may preferably be operative at any of its Kolkata Branch. Copy of SFMS by issuing bank should be submitted along with hard copy of the Bank Guarantee.

**NOTE:** All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit. OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipment against Single Tender Enquiry/Open/ Limited Tenders.

## 9. <u>PERFORMANCE BANK GUARANTEE:</u> (To be submitted directly to Buyer in Original) (This is in addition to the Security Deposit as mentioned above)

- i. The successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% of the equipment landed value including all taxes, duties and other costs and charges, without considering Input Tax Credit. (As per below format) (on a non-judicial stamp paper of value Rs.250.00 only)
- ii. In case of contracts for procurement of capital goods along with warranty spares & consumables (if applicable) and additional spares & consumables/ AMC/CMC for more than 1 year the Performance Bank Guarantee shall be for 10% of equipment landed value along with maximum annual landed value of spares & consumables/AMC/CMC.
- iii. The Performance Guarantee shall be in the form of a Bank Guarantee issued by RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.
- iv. The Performance Bank Guarantee (PBG) shall be in the same currency(ies) in which contract has been signed. In case of multi-currency contract, separate PBG in respective currency for required value shall be submitted.
- v. If the contract is for procurement of equipment, the PBG (s) may be submitted equipment wise also. For this purpose, the value of each equipment will be worked out by dividing the total value of contract for a particular item of Bid by the number of equipment ordered for that particular item of the Bid.
- vi. The PBG(s) for equipment shall remain valid till 3 months after the completion of warranty period/contract period.
- vii. The PBG shall be submitted sufficiently in advance to enable its verification from the issuing bank before submission of the invoice for payment.
- viii. The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/items during the warranty period and fulfilment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim certificate is received from the concerned HOD/Area GM and the contractor indicating that there is no claim pending and that there is no dispute pending respectively with the approval of the concerned HOD (MM)/Area GM.
- ix. The PBG will be submitted through Structured Financial Management System (SFMS).

The original Bank Guarantee in paper form should be sent to the beneficiary. The **covering/forwarding letter of the bank** for the Bank Guarantee shall invariably contain the following details:

i	Name of Bank	
---	--------------	--

Issuing Bank, Branch and	ii	Issuing Bank Branch IFSC	
Address	iii	Issuing Bank Address	
	iv	Contact No of Issuing bank	
	V	Email ID of issuing bank( For invocation/written claim)	
		MANDATORY FIELD	

#### **FORMAT FOR BANK GUARANTEE**

#### SOUTH EASTERN COALFIELDS LIMITED, BILASPUR

<del></del>
Re: Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no(Name of Purchaser Company) and(Name of Supplier Company) {applicable for subsidiary contracts/Purchase Orders}
Messers
The
We(Name of the Bank) do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and condition of the said agreement or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company, the said sum of Rs or any portion thereof without requiring the company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same or calling on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the contractor regarding the claim.

We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said agreement which is likely to be the ...... day of....... but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the contractor and the Company, the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs......as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs....... are fully satisfied and the company certifies that the agreement has been fully carried out by the contractor and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said

agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Company the said sum of Rs...... or such lesser sum as may then be due to the Company as the Company may require.

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs....... only. The guarantee shall remain in force till the ........day of ...........20....and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period from the said date, all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

Dated this	Day of	20
Place		

Signature of the authorized person(s)

For and on behalf of the Bank

**NOTE:** The Bank Guarantee issued by a scheduled Bank shall preferably be operative at its branch situated at Bilaspur (Chhattisgarh State) or if the issuing bank does not have any branch at Bilaspur, then Bank Guarantee shall be preferably operative at any of its Kolkata Branch.

**NOTE:** Copy of SFMS (760COV) by issuing bank should be submitted along with hard copy of the Bank Guarantee as per format provided above and subsequent amendment/extension vide (SFMS 767COV), if any

In case of extension of delivery period, the firms should ensure that the validity of their submitted Security Deposit BG/PBG shall still be 03 months from the last date of the extended delivery/end of warranty period. The BG's shall be extended accordingly corresponding to the extension of delivery period.

#### 10. PERFORMANCE BANK GUARANTEE against CAMC: (IF APPLICABLE)

After completion of warranty period the contractor/ successful bidder shall further submit performance bank guarantee equivalent to **5** % of landed cost of equipment (covering validity for remaining CAMC period + 03 months) which will be released after satisfactory execution of CAMC contract. Performance bank guarantee submitted by the bidder against the offered equipment shall be released after completion of warrantee period and submission of PBG for CAMC.PBG may be submitted equipment wise.

#### 11. SUBMISSION OF BANK GUARANTEE's:

I. The Bank Guarantee issued by the issuing Bank on behalf of contractor/supplier in favour of "South Eastern Coalfields Limited" shall be in paper form as well as issued under "Structured Financial Messaging System" (SFMS). As such the Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway either to the SBI, SME Branch, Bilaspur (IFSC - SBIN0004177) or to the ICICI Bank, Vyapar Vihar, Bilaspur (IFSC- ICIC0000282) as the case may be.

The details of Beneficiary, i.e. South Eastern Coalfields Limited for issue of BG under SFMS platform are furnished below:

#### a) State Bank of India as advising Bank of SECL:

Name of the Beneficiary and his Details	,		South Eastern Coalfields Limited
Details	ii	Area	SECL HQ, Bilaspur
		Name of Bank	State Bank of India
	iv	Bank Account No.	30285470636
	V	Department	Material Management
Beneficiary Bank, Branch and Address		Name of Bank	State Bank of India
	ii	Bank Branch Name	SME SBI Branch, Bilaspur
	iii	Branch Code	4177
	iv	Beneficiary Bank Branch IFSC	SBIN0004177
	V	-	SBI, Galaxy Height, Vyapar Vihar, Bilaspur – 495001,CG

#### b) ICICI Bank as advising Bank of SECL:

1	Name of the Beneficiary and his	i	7034(Beneficiary Details)	South Eastern Coalfields Limited
Details	ii	Area	SECL HQ, Bilaspur	
		iii	Name of Bank	ICICI Bank
		iv	Bank Account No.	028205003346
		<b>v</b>	Department	Material Management
2		i	Name of Bank	ICICI Bank
		ii	Bank Branch Name	Vyapar Vihar, Bilaspur

Beneficiary Branch	Bank, and	iii	Branch Code	0282
Address	anu	iv	Beneficiary Bank Branch IFSC (SFMS Field No. 7035)	ICIC0000282
		V	Beneficiary Bank Address (SFMS Field No. 7036)	Surya Chambers, Plot No- A/09 Vyapar Vihar, Bilaspur – 495001, CG
		vi	(SFMS Field No. 7037)	SECL 14265

**NOTE:** Vendors are requested to specifically advise BG issuing bank that in case they opt for ICICI Bank as beneficiary bank, they have to mention the code 'SECL 14265' in SFMS field no 7037 of IFN760COV/IFN767COV so that the advised BGs could be sent to the email id tagged with the account.

#### 12. BANNED OR DELISTED OR DEBARRED OR 'PUT ON HOLIDAY SUPPLIERS:

Submission of offer shall be considered as acceptance by the bidder that they as well as their manufacturer (if bidder is not the manufacturer) has not been **BANNED OR DELISTED OR DEBARRED OR 'PUT ON HOLIDAY'** by any government or quasi-government or PSU's. Further the bidder also undertakes by submission of their offer that they have not being debarred/settled all dues/claims on account of being defaulter L1 bidder for the tendered item.

If the bidder and/or manufacturer has been **BANNED OR DELISTED OR DEBARRED OR 'PUT ON HOLIDAY'** by any government or quasi-government or PSU's., this fact must be clearly stated, and it may not necessarily be cause of disqualification. In this respect, the bidder/manufacturer shall upload the same as additional document. The declaration in case of been **BANNED OR DELISTED OR DEBARRED OR 'PUT ON HOLIDAY'** shall be submitted in following format:

Format for Banning / Delisti	ng/Debarred/Put on Holiday Declaration
Bid Reference No	Dt for supply of
•	banned or de-listed or debarred or 'Put on Holiday'
by following government/quasi-Gov	rernment agencies/PSUs:
Name of the Organization	Period of banning (Start date and end date)
Name of the Organization	refloa of ballilling (Start date and end date)
	a later stage it is found that the above provided
	nisleading/incomplete our offer may be treated as
·	tion as per provisions of GeM Incident management
policy may be taken against us.	
Date	
Signature of Bidder	
Seal of the Firm	

Further if at a later stage it is found that the above provided information is false/misleading/incomplete their offer may be treated as unresponsive and suitable penal action as per provisions of GeM Incident management policy may be taken against them.

#### 13. PRICE FALL CLAUSE:

If the contract holder reduces its price or sells or even offers to sell the contracted goods or services following conditions of sale similar to those of the contract, at a price lower than the contract price, to any person or organization during the currency of the contract, the contract price will be automatically reduced with effect from that date for all the subsequent supplies under the contract and the contract be amended accordingly.

In case of parallel Rate / Running Contracts, if the price of a product is reduced for any supplier due to invocation of 'Price Fall clause' or any other reason, the same lower price shall also be applicable for the other suppliers who are having parallel RCs against the same tender. If any parallel RC holder does not accept the lower price, CIL shall have the right to delete the item from the scope of RC of such firm and procure the same from other existing supplier / Reserve RC holders.

The provisions of price fall clause will however not apply to the following:

- i) Export/Deemed Export by the supplier;
- Sale of goods or services as original equipment prices lower than the price charged for normal replacement;
- iii) Sale of goods such as drugs, which have expiry date;
- iv) Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

#### **NOTE:**

- **a.** The currency of contract will mean the period till completion of supply.
- b. The bidder will be asked to submit a copy of the last (latest) purchase order for the tendered / similar item(s) received by them from any Organization/ Ministry / Department of the Govt, of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization, along with the offer.
- c. It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract.
- **d.** The supplier shall submit a certificate along with the bill(s) that it has not offered to supply/supplied the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd.

- and/or its Subsidiaries or other PSU or any other private organization.
- **e.** The provisions of fall clause will however not apply for purchase value up to Rs. 2.00 lakh
- **f.** Point (b) above is not applicable in the case of renewal of Depot Agreements
- **14.** In compliance to Restriction under rule 144(xi) of the General Financial Rules (GFRs),2017 and Order No. F/.7/10/2021-PPD(1) Dt 23.02.2023, Ministry of Finance, regarding restriction of Public Procurement from certain countries, Submission of offer shall be considered as acceptance by the bidder that:

### a. Model Certificate for Tenders for country sharing land boundary with India:

The bidder (as defined in the above order) upon submission of their offer undertakes that they have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and that they are not from such a country. The bidder further undertakes that they fulfil all requirements in this regard and are eligible to be considered.

If the bidder (as defined in the above order) is from such a country which shares a land border with India as per above order, the bidder shall submit the following certificate along with the bid:

# Certificate-1: Model Certificate for Tenders in case form a country sharing land boundary with India:

"We......(name of the Firm) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India;

We......(name of the Firm) certify that ......(name of the Firm) **is from** such a country and has been registered with the competent Authority. We ......(name of the Firm) hereby certify that we fulfil all requirements in this regard and are eligible to be considered".

[where applicable, evidence of valid registration by the competent Authority shall be attached].

### b. Certificate-2 Model additional certificate by Bidders in the cases of specified ToT:

The bidder (as defined in the above order) upon submission of their offer undertakes that they have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement and upon submission of their offer undertakes that they do not have any ToT arrangement requiring registration with the competent authority.

If the bidder (as defined in the above order) has any Transfer of Technology (ToT) arrangement requiring registration with the competent authority as per above order, the bidder shall submit the following certificate along with the bid

Certificate-2 model additional certificate by Bidders in the cases of
specified ToT:
"We(name of the Firm) have read the clause regarding
restrictions on procurement from a bidder having Transfer of Technology
(ToT) arrangement. We(name of the Firm) certify that
(name of the Firm) have Transfer of Technology (ToT)
arrangement and valid registration to participate in this procurement."

[where applicable, evidence of valid registration by the competent Authority shall be attached].

#### 15. PRE-DISPATCH INSPECTION BY M/s CMPDIL:

Pre-dispatch stage inspection of each consignment shall be carried out by Third party, to be nominated by SECL, as per the terms and conditions indicated hereunder:

In case of placement of order, the pre dispatch inspection will be carried out by M/s. CMPDIL, at the works of the manufacturer before dispatch of the items. The inspection charges to M/s. CMPDIL are to be paid by the supplier. The payment of inspection fee is to be made online through State Bank Collect and a hyperlink has been created on CMPDIL website i.e. <a href="www.cmpdi.co.in">www.cmpdi.co.in</a> for payment of the same. E-money receipt generated on line by State Bank of India Collect to be treated as the official money receipt issued by them to the respective suppliers, which is to be submitted by the

consignee representative at destination.

Stage Pre-dispatch inspection shall be carried out by Third party i.e. M/s CMPDIL as per their methodology. The Third Party Inspection shall include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by Third party will be as follows:

supplier along-with their bill/invoice. Final inspection will be carried out by the

- a.—Checking and approval of test procedures/quality assurance plans.
- b.-Verification of records and documents of your works.
- c.—Verification of documents and test certificate of bought out items and cross checks.
- d. The Supplier shall provide facilities for carrying out all necessary tests as required in the specification at your works, else these will be carried out at an independent test house at their cost.
- e.-Final testing and checking of materials as per specifications.
- f.—Third party will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.
- g.—Inspection fee @1.0% of total equipment value inclusive of all charges, and taxes/GST plus statutory levis on inspection fee (GST), applicable @ 18% is to be paid to M/s. CMPDIL along with inspection call letter. The payment of inspection fee is to be made online through State Bank Collect and a hyperlink has already been created on CMPDI website i.e., <a href="https://www.cmpdi.co.in">www.cmpdi.co.in</a> for payment of the same. Emoney receipt generated on line by State Bank of India Collect to be treated as the official money receipt issued by them.

- h.—In the event of rejection/non-readiness of material during the first visit, the manufacturer/ supplier shall pay to CMPDIL all charges including actual travel and hotel expenses along with inspection fee for second inspection visit.
- i.—Minimum 7 calendar days' notice shall be given by the manufacturer to third party, inspecting agency for arranging inspection within valid delivery period as per contract.
- j.—The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with the manufacturer in spite of clearance/acceptance by third party, inspecting agency. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications.
- k.—The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by SECL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by third party, inspecting agency.
- I.—Final inspection shall be arranged by the consignee after receipt of the material at our destination.
- m.-All documents/records such as BIS license, DGMS certificates, test reports/certificates of manufactured items/bought out items/raw material, drawing etc. which is related to specification details/Quality Assurance Plan shall be produced on demand at the time of inspection.
- n.—Copy of third party/Pre-dispatch inspection report shall be submitted at the time of supply to consignees.
- o.—Firm has to offer their Final Landed Price (C) in GeM portal as illustrated below:

A= Equipment/Stores Price inclusive of all taxes /GST, duties, local levies/ transportation/ loading-unloading and any other charges.

B= CMPDIL Inspection fee @ 1% on (A) plus statutory levis on inspection fee (GST applicable @ 18%)

C= Final landed price (A+B)

- p.—This is for illustration purpose only. Issuing Bank against this bid should not be disclosed in any manner in submission of techno-commercial documents. Disclosure of price may render the bid as non-responsive and shall be eligible for rejection of bid.
- **NOTE-1:** EMD/SD/e-PBG/Performance Bank Guarantee shall be submitted in original at following address:

General Manager (MM)

Materials Management Dept.

Post Box No- 60

Seepat Road,

Bilaspur, Chhattisgarh- 495006

- **NOTE-2:** The above terms & condition will supersede the GeM terms & condition in case of any conflict/contradiction between two.
- **NOTE-3:** In compliance to Gazette Notification issued vide 4414 Dt. 02/11/18, South Eastern Coalfields Limited (SECL) have onboarded on TReDS platforms vide following details to facilitate payment to MSME Vendors through TReDS platform:

S. No.	Name of Platform	SECL Id	Website
1	Receivables Exchange of India Ltd. (RXIL)	SO0001771	www.rxil.in
2	Invoice Mart by M/s. A.TReDS Ltd.	1000036438	www.invoicemart.com
3	M1exchange by M/s. Mynd Solutions Pvt. Ltd.	BUYER00030679	www.m1xchange.com

In this regard, all MSE vendors of South Eastern Coalfields Limited (who haven't onboarded on TReDS till date) are once again requested to onboard on the TReDS platform by registering themselves on above platforms for availing the benefits of TReDS platform.

**NOTE-4:** As per GeM GTC guidelines the participation by the Seller in e-bidding shall be construed as his/her acceptance for all the Terms and Conditions as outlined in the e-bidding including GTC, STC and Commercial terms of ATC. Any other terms & conditions/deviations from the current bid document offered by the seller in any form will be considered void and submission of offer/participation by the seller will be treated as their unconditional acceptance to all terms & conditions outlined in the e-bidding including GTC/STC and commercial terms of ATC.

### CHECK LIST OF DOCUEMNTS TO BE SUBMITTED FOR ATC (COMMERCIAL EVALUATION)

Sr No	Description	Submitted (Yes/No)
	EMD Exemption document	
1	(Valid Udyam, Valid BIS along with coverage document for	
	offered item, Valid Startup certificate etc)	
2	EMD submission document (BG with SFMS form issuing bank,	
	DD)	
3	Make in India Certificate for bids with estimated value less than	
	10 crores. (Self-certificate From the OEM of offered product	
4	Make in India Certificate for bids with estimated value more	
	than 10 crores.	
	MII certificate signed by OEM of offered produce and certified	
	by statutory auditor or cost auditor if the OEM is a company	
	and from a practicing Cost Accountant or practicing Chartered	
	Accountant for OEMs other than company.	

5	Integrity Pact (For bid above 2 cr estimated value) to be submitted with seal and sign of bidder.	
6	In case the bidder/OEM of offered product is <b>Banned or Delisted or Debarred Or 'Put On Holiday</b> - bidder shall submit certificate as per format given in commercial ATC	
7	In case the bidder is from a <b>country sharing land boundary with India</b> - bidder shall submit certificate as per format given in commercial ATC for the same.	
8	In case the bidder is having <b>Transfer of Technology (ToT)</b> arrangement - bidder shall submit certificate as per format given in commercial ATC	
9	GST certificate for Vendor code creation	
10	PAN Card for Vendor code creation	
11	Bank mandate for Vendor code creation	
12	Cancelled Cheque for Vendor code creation	

#### **BUYER SPECIFIC DOCUMENT - A**

### MNIMUM TECHNICL SPECIFICATIONS (HARDWARE) OF NETWORK SECURITY DEVICES (COMPRISING OF UTM/FIREWALL, LINK LOAD BALANCER)

	Make :	Model :
S/N	Description	Value
А	Type	New Gen Firewall
В	Form Factor	1 RU
С	Interface	
1	Type of Interface Supported	GE Copper/1G SFP, 10G SFP+
2	Number of GE Copper interface	08 Minimum
3	Number of 10G SFP+ interface	04 Minimum
4	USB(2.0) interface	02 Minimum
5	Console	01 Minimum
D	Storage Capacity (GB) & Type	SSD minimum 240 GB
Е	Throughput with all features enabled (Under Test	18000
	Condition) (Mbps)	
F	Threat prevention (Mbps)	9500
G	App threat prevention (Mbps)	11000
Н	ISP Throughput (Mbps)	10000
I	Antimalware (Mbps)	95000
J	SSL encryption (Mbps)	5000
K	Concurrent Session	40,00,000 or better
L	New session/Connection per second	115000 or better
M	Encryption	DES/3DES/AES (128, 192 & 256 BIT)
N	Number VPN Peers supported (Site to Site)	3000
Ο	Number of VPN Peers supported (Client to Site)	500
Р	Route based VPN	RIP/OSPF/BGP
Q	Traffic handled	TCP, UDP, HTTP/TCP, TCP/UDP
R	Features	Layer 3 - Layer 4, NAT, VPN, Application Visibility and Control (AVC), User Identity, Next Generation Intrusion Prevention System (IPS), Zero Day Protection / Advance Malware protection, Web Security Essentials / URL Filtering/ DNS Filtering
S	Firewall Policies	Licenses
Т	Details of the Firewall Policies for the Firewall provided with the License	DDoS, Web Security Essentials / URL Filtering, IPS License, Application Visibility License, APT (Advance Persistent Threat) License (Anti Malware Protection, C & C attacks, Geo IP Protection, Zero Day Threat Protection), Gateway Antivirus, Gateway Anti-spam.
U	Security Intelligence	IP, URL, Domain
V	Certification	Common Criteria /NDPP /NSS /ICSA Labs/ FIPS 140-2

#### 05 (FIVE) YEAR LICENSES CHARGES FOR:

Provisioning of operating Licenses that comprises of periodic updates that will provide Network, Email, Web, DNS, Antimalware, Zero day protection policy, as well as periodic updates on Threat Management, firmware upgrade etc. Apart of above the scope of work also comprises periodic audit from **CERT-in or SQTC certified auditors once a year during the contract tenure.** 

Additional features of Network Security Devices (Comprising of UTM/Firewall, Link Load Balancer)

- 1. The Firewall should Support for TLS 1.3 to improve overall security on the firewall.
- 2. Should support deep packet SSL to decrypt HTTPS traffic for scanning (IPS, Gateway Antivirus, Content Filtering, Application control) transparently and send to destination if no threat found.
- 3. Firewall must support Proxy-less and non-buffering inspection technology for DPI scanning without introducing file and stream size limitations and can be applied on common protocols as well as raw TCP streams.
- 4. Firewall should scan for threats in both inbound and outbound and intra-zone traffic for malware in files of unlimited length and size across all ports and TCP streams by GAV & Cloud AV.

- 5. The proposed firewall should support Bi-directional raw TCP inspection that scans raw TCP streams on any port and bi-directionally to detect and prevent both inbound and outbound threats. Solution should have single-pass DPI architecture simultaneously scans for malware, intrusions and application identification and ensuring that all threat information is correlated in a single architecture.
- 6. Should have facility to block the URL's based on categories, granular control like Allow/Block, Bandwidth Management, Passphrase override, Notify.
- 7. URL database should have at least 15-20 million sites and 85 + categories.
- 8. Firewall must have integrated IPS shall be able to scan packet payloads for vulnerabilities and exploits, covering a broad spectrum of attacks and vulnerabilities.
- 9. Should have at least 20,000 IPS signatures or 20,000 DPI signatures and minimum 80 million cloud AV signatures.
- 10. The solution should have Granular content filtering allowing customer to block content using the predefined categories or any combination of categories.
- 11. Shall be able to configure traffic shaping on a per policy basis for specific application/ Specific networks and should be able to define guaranteed bandwidth and maximum bandwidth per policy.
- 12. Should support both on premise and cloud based Multi-engine Sandboxing for preventing zero day threats.
- 13. The Firewall should have the capability to block/prevent from Side Channel attacks like Meltdown, Spectre, Foreshadow, Foreshadow-NG, Portsmash etc.
- 14. Should support both for analysis of a broad range of file types, either individually or as a group, including executable programs (PE), DLL, PDFs, MS Office documents, archives, JAR, and APK plus multiple operating systems including Windows, Android, Mac OS X and multi-browser environments.
- 15. Should have ability to prevent potentially malicious files from entering the network and those files sent to the sandbox for analysis to be held at the gateway until a verdict is determined.
- 16. Should detect and prevent hidden attacks that leverage cryptography, blocks encrypted malware downloads, ceases the spread of infections, and thwarts command and control (C&C) communications and data exfiltration.
- 17. Should protect against DDoS/DoS attack using both Layer 3 SYN proxy and Layer 2 SYN blacklisting technologies.
- 18. It protects against DOS/DDoS through UDP/ICMP flood protection and connection rate limiting.
- 19. The proposed solution should support active-passive / active-active high availability.
- 20. The device should support stateful session failover to a standby appliance in the event of a hardware failure without any manual intervention
- 21. Should provide real-time monitoring and visualization provides a graphical representation of top applications, top address, top users and intrusion by sessions for granular insight into traffic across the network
- 22. The system should provide GUI panels and actionable dashboards with general information, system status, system usage, network interface status, security services information & High availability status.
- 23. Should support granular network visibility of network topology along with host info. Solution should have realtime visibility of infected hosts, critical attacks, encrypted traffic information & observed threats.
- 24. The Central Management platform should be on-premise and should have necessary resource allocation for smooth functioning of the management and analytics. Analytics platform should have Real-time risk monitoring and analysis of all network and user traffic that passes through the firewall ecosystem
- 25. The Centralize management platform should support multidevice firmware upgrade, certificate management, global policy template to push config across multiple firewall in single click.
- 26. The Management platform shall be appliance/VM based including log storage/ Management and shall support analysis and reporting of firewall logs. Should have Multi Tenant and Device Group level management with minimum 365 Days log retention
- 27. The solution should support Application Visualization and Intelligence should show historic and real-time reports of what applications are being used, and by which users. Reports should be completely customizable using intuitive filtering and drill-down capabilities.
- 28. Analytics platform support Real-time risk monitoring and analysis of all network and user traffic that passes through the firewall ecosystem. The solution should support Cloud-based configuration backup.
- 29. The Firewall solution offered must be ICSA certified for Network Firewall/Common Criteria NDPP (Firewall)
- 30. Solution should **support 24 H x 365 D X 6Y** telephone, email and web-based technical support. Manufacturer's warranty should be mentioned minimum 06 (Six) years warranty including all services like GAV, IPS, Antispyware or antimalware, CFS, Application control, BoT protection, ATP, Patch & Firmware upgrade etc.

#### LINK LOAD BALANCING FEATURES

#### The Minimum features for Internet Link Load Balancer shall be:

- 1. Internet link load balancer should support IPV4 & IPV6
- 2. Should support Dynamic routing protocols like OSPF, RIP1, RIP.
- 3. Should provide minimum 100 Gbps through-put over L4/L7

- 4. External Attacks Surface Monitoring portal for Public IP and Domains monitoring provided to SECL
- 5. VPN connections and VPN clients for Windows & IOS.
- 6. VPN connections up to 500 and increase in future.
- 7. Firewall Log Analysis Tool
- 8. DDoS protection: Minimum 150 M Syn cookies / second
- 9. Safety Certifications: FCC Class A, IC Class A, ANSI / UL 60950
- 10. Load Balancing Features
- 11. Should support for multiple internet link in active-active load balancing & active-standby failover mode. At present 03 Numbers of 200 Mbps Internet Lease Lines of 03 different Internet Service Providers are operational at SECL Hqtrs. however, the bandwidth and numbers are likely to vary in future up to 4 ISPs & 1 G Bandwidth (over all).
- 12. Should support for min. 8 internet link. In case of link failure device should detect it in not more than 30 seconds and traffic should be diverted to another link automatically.
- 13. Load balancing for inbound & outbound traffic. Selection of shortest path to destination based on load/Hopes/response time. Should support load balancing algorithms like round robin, weighted round robin.
- 14. Should support Static NAT & Dynamic NAT. Should able to redirect traffic based on Source IP, Destination IP & TCP PORT. Should support Graceful shutdown / Activation of links.
- 15. Should provide individual health check for each link. Should be able to do health check on protocol like HTTP, SMTP, POP etc. Should provide GUI interface to configure any health check. Should be able to do health check on protocol like HTTP, SMTP, POP etc. Should provide GUI interface to configure any health check Should support bandwidth management based on any L3-L7 information
- 16. Should provide Minimum & Maximum bandwidth allocation limit
- 17. Should provide two-way bandwidth management. Should support bandwidth borrowing between two policies. System should show real-time & History report of Bandwidth usage per policy.
- 18. Should provide GUI interface for configuration & reporting Should provide HTTP/HTTPS interface management Should provide SSH CLI/CLI/Telnet interface & SNMP. Should provide detailed LIVE reporting for traffic on each link. Should provide detailed historic reporting for link traffic.
- 19. Device based External/Internal Firewall should support both IPV4 & IPV6. Firewall should support "Stateful" policy inspection technology Device should also have Centralized Management capability
- 20. The firewall should have remote access features like IPSec Client to Site VPN
- 21. Device should support for Active Active connections.
- 22. It should support the protection of unlimited IP hosts.

#### MNIMUM TECHNICL SPECIFICATIONS FOR UPS SYSTEM:

3 kVA (9600 VAh) Online UPS with Sealed Maintenance Free (SMF) Batteries for 08 Hours Back-up

#### The bidder is required to:

- 1. Comply all the technical specifications.
- 2. Clearly indicate the Make & Model of the offered items
- 3. Attach the technical brochure / product leaflet of offered items
- 4. The bidder is required to Provide the Bid Specific authorization from respective OEM for hardware-based Network Security Devices (comprising of UTM/Firewall, Link Load Balancer).

सूचीबद्ध व्यावसायिक सहयोगियों या OEM या OEM के अधिकृत भागीदार/वितरक में से भागीदार के चयन के लिए रुचि की अभिव्यक्तिके लिए "नेटवर्क सुरक्षा उपकरण (फ़ायरवॉल, प्रॉक्सी सर्वर लिंक लोड बैलेंसर आदि, वाई-फाई के उन्नयन के साथ, 05 वर्ष की अविध के लिए अगली पीढ़ी के फ़ायरवॉल के लिए लाइसेंस" के लिए प्रकाशित किया गया है।"

कृपया सम्पूर्ण दस्तावेज को ध्यानपूर्वक पड़े एवं जिम्मेदारी पूर्ण तरीके से प्रस्ताव जमा करे।

भवदीय,

(आनंद कुमार) जेजीएम/एमकेटी/आरसीआईएल