

# **Supply of Zero Trust Network Access solutions – VPN network Security**



## **IREL (India) Limited**

**(A Government of India Undertaking)**

Plot No.,1207, Veer Savarkar Marg, ECIL Building,  
Prabhadevi, Mumbai-400028,  
Website: [www.irel.co.in](http://www.irel.co.in)

**CIN No. U15100MH1950GOI008187**

### Schedule Of Tender

Name of Work	Supply of Zero Trust Network Access solutions – VPN network Security
Type of Tender	Open Tender through GeM, Single Stage Two Bid System Two cover System
Tendering Mode: GEM Portal	Public tender (Two cover System) <input type="checkbox"/> Pre-Qualification Bid <input type="checkbox"/> Financial Bid
Cost of Tender Document	Nil
Date & time of Starting of bid	05.05.2025
Date of closing of bid for submission of Bids	26.05.2025, 15.00 hrs
Date & time of opening of Cover 1	26.05.2025, 15.30 hrs
Date & time of opening of Financial Bid	Shall be informed separately to the eligible bidders
Declaration of Successful Bidder	To be decided
Contract period	30 days
Estimated Cost	Rs. 5,84,000/- (inclusive of GST)
Validity of tender	90 days from bid due date
Contact details of tender inviting authority	Shri S Acharjya, GM – Technical (I/c Purchase) IREL (India) Limited Plot No. 1207, V.S. Marg, ECIL Building, Opp. Siddhi Vinayak Temple, Prabhadevi, Mumbai-400 028 Email: <a href="mailto:purchase-ho@irel.co.in">purchase-ho@irel.co.in</a> ; <a href="mailto:nirdesh.sharma@irel.co.in">nirdesh.sharma@irel.co.in</a> Phone 022- 24211630 (Ext. No. 266)

## **DISCLAIMER**

The information contained in this tender document (the “**TENDER**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of IREL or any of its employees, is provided to Bidder(s) on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided. The information provided is only for the information and reference of the Bidders.

This TENDER is not an agreement and is neither an offer by IREL to the prospective Bidder(s) or any other person. The purpose of this TENDER is to provide interested parties with information that may be useful to them in the formulation of their bid for participation in this TENDER. This TENDER includes statements, which reflect various assumptions and assessments arrived at by IREL in relation to the tender work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TENDER may not be appropriate for all persons, and it is not possible for IREL, or its employees to consider the investment objectives, financial situation and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in this TENDER may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this TENDER and obtain independent advice from appropriate sources.

Information provided in this TENDER to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IREL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

IREL, its employees and consultant make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way with qualification of Bidders for participation in the Bidding Process. IREL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER. IREL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TENDER.

The issue of this TENDER does not imply that IREL is bound to select and short-list qualified Bids for Price Bid stage or to appoint the Selected Bidder for the intended supply/work, and IREL reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by IREL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and IREL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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# **1. Request for Proposal**

## **1.1 Introduction :**

IREL (India) Limited (the “IREL”), a Mini-Ratna Category-I company, is a Public Sector Enterprise of the Government of India invites competitive e-bids from OEM/suppliers/authorized dealers for Supply, Installation, Integration, Configuration, End to End Workflow Implementation, User Acceptance Testing and Training of the offered solution of Zero Trust Network Access solutions – VPN network Security

The broad scope of work is indicated under technical specification.

## **1.2 Mode of Bidding**

The tender bids duly filled in all aspects and uploaded at GEM Portal on or before the scheduled time and date as mentioned in the tender enquiry will be considered for evaluation.

The Bids shall be prepared in two parts viz. PQ cum Technical Bid (Part 1) and Price Bid (Part 2).

Technical bid (Part 1) and Price Bid (Part 2) shall be submitted be through GEM Portal. Bids submitted GEM portal shall only be considered.

Technical Bid will be opened at the first instance and evaluated by IREL’s concerned authority. In the second stage, financial bids of only the technically eligible offers will be opened for further evaluation and ranking before awarding the contract.

### **PQ cum Techno-commercial bid (Part 1)**

It contains documents in support of eligibility criteria, self-attested tender document and any other document specifically specified in this tender document.

i)	The complete Qualifying Data as required in Prequalification Criteria (PQ)
ii)	Duly filled Tender documents, all Annexures & Undertaking
ii)	Any other technical details/documents etc. required to be submitted by the bidder as contained in the bid document

Part 2 shall contain Price Bid (to be submitted electronically).

This part shall contain only Schedule of prices duly filled in as per the Bid Proposal Schedules. No physical submission of hard copy is permitted.

### **Method of selection:**

Part I of the bid will be evaluated and bidders meeting the PQ criteria and other tender conditions will be qualified as eligible bidders for opening of the price bids. The price bids opened subsequently will be scrutinized for responsiveness and IREL shall consider placement of order on the qualified bidder, whose offer shall be overall lowest. However, IREL reserves the right to accept or reject all or any tender without assigning any reasons and does not bind itself to accept the lowest offer.

Note: To assist in the examination of documents submitted by the bidder in support of eligibility criteria (PQ), IREL may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

## **2. PRE-QUALIFICATION (PQ) CRITERIA**

Bidder should meet the PQ criteria as mentioned under for further consideration of their bid. Bidder shall upload their PQ details and other details mentioned in the bid. Bidder shall fulfill the following to pre-qualify for the bid.

SL	PQ requirement	Documents to be submitted by bidder
1.	<p>The bidder in their own name should have satisfactorily executed &amp; completed <b>similar work</b> during last seven (7) years (ending 31.03.2025)</p> <p>a) One similar completed work of the value not less than the value equal to 80% of estimated value i.e. ₹ 4.67 lacs OR</p> <p>b) Two similar completed works each of value not less than the value equal to 50% of the estimated value i.e. ₹ 02.92 lacs. OR</p> <p>c) Three similar completed works each of value not less than the value equal to 40% of the estimated value i.e. ₹ 02.33 lacs</p> <p>(*Similar work shall mean supply / installation / maintenance of LAN/WAN / IT related cyber security).</p>	<p>Documentary evidence copy of work order/purchase order along with client's certificate for satisfactory completion of work shall be enclosed.</p> <p style="text-align: center;">OR</p> <p>The bidder along with copies of the Work Order(s) may submit certificate(s) from practicing Chartered Accountant stating the payments received and works completed, as the case may be, along with declaration on the letter head of the Bidder in respect of the works specified in Pre-Qualification Criteria.</p>
2.	<p>Average Annual financial turnover of the company of last three years (FY 2022-23, 2023-24, 2024-2025) should not be less than ₹ 01.75 lacs.</p>	<p>Copies of Balance sheet and Profit &amp; Loss account duly certified by the Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for the last 3 financial years.</p> <p>In case, the audited balance sheet and Profit &amp; Loss account for latest financial year is not available, a certificate from the Chartered Accountant on their letter head certifying the financial turnover for the above said financial year may be submitted.</p>
3.	<p>The bidder and its OEM should not have been banned/ de-listed/ blacklisted/ debarred from business by any PSU/ Govt. Department during last 3 years.</p>	<p>Self-declaration in this regard is to be submitted with the Bid by the OEM and the bidder.</p>
4.	<p>OEM Authorization certificate</p>	<p>Valid authorization letter from the OEM</p>

NB: Pre-qualification shall be carried out based on the documents submitted by the bidders for past performance, technical and financial capability, and shall be subject to verification, if required.

### **3. SCOPE OF WORK**

IREL to access the Servers with limited access to employees, the Zero Trust Network Access solutions is required in Corporate Office. The successful bidder must provide technical support service after installation as per the requirement. The successful bidder to re-configure/update policies as per the new guidelines received from Govt. of India. The minimum User Licenses required are 60 nos. The bidder to comply with the defined Performance & Scalability, Identify Access Management & Authentication, Endpoint Host Scanning & Control, Network Segmentation & Access, Gateway Productivity, Secure Cloud Access, Encryption, PKI Support, Network & Deployment, User Portal, Access mode, Client platform support, Management, and Auditing & reporting as mentioned in the tender document. A detailed breakdown of minimum specifications is provided in Annexure-VIII: ZTNA Capabilities & Compliance Checklist (Bidder must provide clause by clause compliance with relevant numerical value. The statement in the compliance sheet should be supported by relevant document/brochures. Indicating merely YES or NO or OKAY or Noted in the compliance statement will not be considered).

- The scope of work includes Supply, Installation, Integration, Configuration, End to End Workflow Implementation, User Acceptance Testing and Training of the offered solution.
- During the technical bid evaluation, the bidder must give the 2 days demonstration at site to verify the specifications compliance.
- The Successful Bidder shall share the Contact Escalation Matrix for call resolution and appoint a single point of contact to interact with OEM for support tickets.
- The Bidder/OEM must implement the entire solution and OEM must vet the design document before implementation. Bidder must depute engineer for support.
- The solution shall be supplied with support services for the warranty period i.e. 1 year including 24x7 telephonic support from day 1.
- Obtaining installation completion and commissioning certificate (Sign-Off) from the nodal/ designated officer.
- During the Warranty/ Subscription Support period, the OEM available patches, fixes, etc. must be available for download from OEM site.
- Standard Operating Procedures (SOP) guidelines and performance tuning for day-2-day operation.
- On-line Training on the product and functionality features (overall and installed features at site) to be provided by OEM or OEM Authorized Partner.
- The Bidder may be asked to arrange for a 3 days' PoC (Proof of Concept)/Demo at IREL (India) Ltd, Mumbai. During the PoC, if it is found that the product does not comply with our requirement or defined specifications, IREL (India) Ltd., has the right to reject the bid.
- Ensure compatibility with the existing hardware and software environment.

### **Technical Specifications:**

<b>Sr. No.</b>	<b>Description</b>	
1	SSL VPN Support	Agent, Agentless
2	Concurrent SSL VPN Users (Nos.)	60
3	SSL VPN users scalability	Available
4	If available, then scalable without changing hardware up to (nos.)	100
5	Network Interface Ports	4
6	SSL throughput (Max.) (Gbps)	1
7	Hardware based SSL acceleration	No
8	SSL virtual portals (nos.)	10
9	Device with multicore CPU support	Yes
10	Internal Storage	Available

11	If available, then capacity of Internal Storage (GB)	500
12	RAM (GB)	8 or above
13	Application Support	Web, Network, RDP
14	Single Sign on (SSO) feature	Yes
15	Secure Access (from laptops, desktop, android, iPhone & other smart devices)	Yes
16	URL masking features	Yes
17	.... JAVA support	Yes
18	Authentication	Local, AD, LDAP
19	User based access control	Group
20	Device Redundancy	No
21	Clustering (active-standby/ Active-active) upto appliances	0
22	Support SNMP	Yes
23	Support both IPv4 and IPv6	Yes
24	Interfaces for device configuration and management	GUI HTML
25	Input-Output Port	VGA, USB
26	Power Supply	Single
27	Power Consumption (Watt)	18
28	Operating Temperature Range (Degree C)	10-35
29	Storage Temperature Range (Degree C)	NA
30	Operating Humidity (%RH)	90
31	Compliance Certificates	NA
32	Availability of Type tests reports from a Central Govt. lab or International Lab Acc. Corp. (ILAC) or their worldwide affiliated/ recognized labs OR NABL approved lab showing conformity to the specifications	Not-available
33	If yes, Name of the Lab	NA

## 5. SPECIAL TERMS AND CONDITIONS

- For any technical queries, contact details of site officials are as under:
  - Mr. Nirdesh Kumar Sharma, Chief Manager-Technical (IT/S), Email: [nirdesh.sharma@irel.co.in](mailto:nirdesh.sharma@irel.co.in), Ph No. 8104997149
- Contract Period: The successful bidder to supply all materials within 30 days from the date of placement of the Order.
- Compliances required to be done as under GST regime of the Maharashtra State/ Central or as applicable

### 4. SECURITY DEPOSIT

The successful tenderer (referred as successful bidder) is required to furnish Demand draft/ NEFT/RTGS or Bank Guarantee (Format of BG is attached), in favour of IREL (India) Limited, Mumbai for an amount equivalent to five (5) per cent of the contract value towards Security Deposit/Performance security) towards the satisfactory performance of the contract, within 2 weeks of the placement of order. The same is to be forwarded to GM -T (I/c Purchase), Plot No. 1207, V.S. Marg, Prabhadevi, Mumbai – 400028. The SD/PBG should be valid for three months from the date of placement of order.

Note: Subject to contract value exceeds Rs. 5 Lakhs (excluding GST)



The SD shall not bear any interest and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order. Additional amount of SD due to enhancement in scope of work is to be submitted by the successful tenderer.

#### REFUND OF SD

- (i) Before releasing SD in respect of supplies, a “No Due Certificate” shall be issued by EIC duly countersigned by head of the department after ensuring that no amounts are recoverable from the supplier.
- (ii) EIC/OIC shall recommend release of SD.
- (iii) On receipt of “no dues certificate” from EIC, SD shall be refunded at the earliest, if supplier is not liable to pay any money to IREL under any other contract.

#### FORFEITURE OF SD

The SD shall stand forfeited in favour of IREL, without any further notice to the Supplier in the following circumstances:

- (i) In case of any failure whatsoever on the part of the Supplier at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.
- (ii) If the Supplier indulges at any time in any subletting/ sub-contracting of any portion of the supplies without approval of IREL.
- (iii) If the Supplier abandons the supply /order.
- (iv) If the supplier not fulfills the guarantee condition during warranty period.

### 5. TERMS OF PAYMENT

100% payment will be made within 30 days from the date of completion of work and after duly certification of bill by EIC/OIC.

### 6. MODE OF PAYMENT:

The payment shall be released after deducting the following:

- (a) Compensation recoverable if any.
- (b) LD recoverable, if any.
- (c) Recoveries on account of contractee's facilities and services, if any.
- (d) Deduction, if any, towards re-couplement of any amounts forfeited, adjusted, deducted out of security deposit.
- (e) All Statutory deduction, if any, as per rules.
- (f) Deduction as per IT Act, 1961, if any.
- (g) Any other deduction related to this contract.

### 7. Effect and validity of bid:

- (i) The submission of any bid connected with these documents and specifications shall constitute an agreement that the bidder shall have no cause of action or claim against IREL for rejection of his bid.
- (ii) The bid shall be valid for a period of 90 days from bid due date.

### 8. DPE instructions

IREL (India) Limited is onboard with TReDS platform of M/s RXIL for facilitating Bill Discounting for MSME's.

As per DPE/7(4)/2007-Fin dt 21/08/2020 , it is mandatory to get all the MSME vendors registered on the platform.

Vendors can get themselves registered at: <https://onboarding.rxil.in/customerapp/home>.

The registration fees of MSMEs on TReDS Platform is Free of Cost as per the new guidelines provided by SIDBI.

For any registration queries, vendors may please contact,

RXIL Relationship manager Mr.Satyajeet Jathar : +91 99201 00784 / +91 90041 00784

email: [satyajeet.jathar@rxil.in](mailto:satyajeet.jathar@rxil.in)

RXIL Relationship manager Mr Kirti Musale: +91 90048 17501 email: [kirti.musale@rxil.in](mailto:kirti.musale@rxil.in)

## **GENERAL CONDITIONS OF THE CONTRACT**

1. **Definitions** In this document, General Conditions of Contract (GCC-Goods), the following terms shall have the following respective meanings:

1.0 BIDDER: Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.

1.1 Deleted

1.2 CONTRACT shall mean Purchase Order/ Service Contracts and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

1.3 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.

1.4 COMPLETION DATE shall mean the date on which the goods are successfully supplied/ commissioned by the Seller and handed over to the PURCHASER.

1.5 Deleted

1.6 DELIVERY terms shall be interpreted as per INCO TERMS 2000 in case of Contract with a foreign Bidder and as the Goods-in-ward date in the case of a contract with an Indian Bidder.

1.7 Deleted

1.8 OFFICER-IN-CHARGE(OIC)/ENGINEER-IN-CHARGE(EIC):  
OFFICER-IN-CHARGE(OIC)/ Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER/CONSULTANT at SITE and shall include those who are expressly authorized by him/her to act for and on his/her behalf for operation of this CONTRACT.

The Officer/ Engineer-in-charge shall have authority for

- General supervision, Follow up of supply and direction of the work
- direction to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract
- to reject all works and materials which do not conform to the contract

The OIC/EIC shall have neither any authority to relieve the contractor of any of his duties / obligations under the contract nor ordering any work involving delay or any extra payment by IREL or making any variation of or in the work except otherwise expressly provided here-in-under or elsewhere in the contract.

- 1.9 FINAL ACCEPTANCE shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.
- 1.10 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.11 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.
- 1.12 Deleted
- 1.13 PURCHASER shall mean IREL (India) Limited (IREL) having its registered office at Plot No. 1207, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai -400028. The term PURCHASER includes successors, assigns of IREL.
- 1.14 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.
- 1.15 PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.
- 1.16 Quantities – Bills of quantities designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.
- 1.17 SELLER shall mean the person, firm or company with whom PURCHASE ORDER/ SERVICE CONTRACT is placed/ entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.
- 1.18 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.
- 1.19 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.
- 1.20 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- 1.21 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.

1.22 Deleted

1.23 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.

1.24 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.

1.25 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.

## 2.0 **SELLER TO INFORM:**

The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfil his obligation under the Contract.

## 3.0 **CONFLICT AND INTERPRETATION OF DOCUMENTS:**

3.1 Words imparting the singular only also include the plural and vice versa where the context requires so; words imparting persons include firms or corporations and vice versa where the context requires.

3.2 Word imparting masculine gender includes the feminine gender and vice versa where the context requires so.

3.3 The several documents forming the contract are to be taken as mutually explanatory of one another.

3.4 In case conflicting statements or directives occur among the contract documents, it shall be the responsibility of the successful bidder to notify IREL, with a copy sent concurrently to the OIC/EIC, immediately in writing and obtain instructions from IREL to eliminate the conflict.

3.5 The successful bidder shall notify IREL, with a copy sent concurrently to the EIC/OIC, promptly of any discrepancies, omissions or doubts it may have, regarding drawings, specifications or other documents. Noted or calculated dimensions shall always be followed

3.6 In the event of conflict between various documents forming the contract, the relevant terms and conditions of the purchase order shall prevail over those of all such other documents forming the contract and binding on the contractor and IREL.

3.7 In case of any conflict between the General Conditions of contract and the Special Conditions of the contract, the Special Conditions of contract shall prevail.

#### **4.0 Country of Origin:**

For purposes of this Clause "Origin" means the place where the Goods were produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

#### **5.0 SCOPE OF CONTRACT:**

- 5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.
- 5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.
- 5.3 The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.
- 5.4 The SELLER shall furnish minimum three (03) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipment to the PURCHASER.
- 5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.
- 5.6 All dimensions and weight should be in metric system.
- 5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts(State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.
- 5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished by the SELLER.
- 5.9 Specifications, design and drawings issued to the SELLER along with NIT/RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.

5.10 SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.

## 6.0 STANDARDS

The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.

## 7.0 Instructions, Direction & Correspondence

7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.

- a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT.
- b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.
- c. All communications including technical/commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy to PURCHASER and shall always bear reference to the CONTRACT.
- d. Invoices for payment against CONTRACT shall be addressed to PURCHASER. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.
- e. Invoice must contain seller's GST Registration number, PAN, Bank detail of supplier, GST Registration number of IREL Factory/ Office, HSN Code for products being supplied. Supplier must submit e-way bill, e-invoice from GSTM Portal.

## 7.2 Contract Obligations:

7.2.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.

7.2.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.

## 8.0 Modification in Contract:

8.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER/CONSULTANT by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.

8.2 PURCHASER/CONSULTANT shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or be supplemental to CONTRACT.

**9.0 Patent Rights, Liability & Compliance of Regulations:**

- 9.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER and/or CONSULTANT may have to pay or incur by reason of any such suit or proceedings.
- 9.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.
- 9.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.
- 9.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.
- 9.5 PURCHASER will promptly notify the SELLER in writing of any such claim, suit, action or proceeding coming to its attention, giving authority and all available information and assistance for the SELLER's defence of the same. If at any time the installation of the plant or any part thereof, or the use thereof in India for the purpose for which it is furnished or the sale of products produced therewith, is prevented or enjoyed because of patent infringement or claimed infringement, the SELLER shall promptly at his own expense, either procure for PURCHASER the rights to use and continue to use such plant or replace the same at his own expense with equally efficient non-infringing plant satisfactory under all requirements of the contract, so that the operation of PURCHASER's plant will not be unduly delayed or interrupted. If shipment of the plant, or any part thereof is prevented by attachment, injunction or otherwise, or in the course of transit from the SELLER's factory or other point of origin to the site of PURCHASER, as a result of any claim of patent infringement the SELLER shall, at his own cost and expense, promptly furnish and post the necessary bond or take such other steps as may be necessary to enable shipment to be made without delay. PURCHASER will have the right to retain counsel of its own choice to collaborate in the defence of any such claim, suit action or proceeding.

**10.0 Inspection, Testing & Expediting**

- 10.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.
- 10.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.

- 10.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.
- 10.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.
- 10.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.
- 10.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.
- 10.7 In order to enable PURCHASER's representatives to carryout the inspection in time, SELLER shall notify PURCHASER 15 days before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 10.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.
- 10.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 10.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- 10.11 If on receipt of this notice, should PURCHASER waive the right to witness the test, timely information will be given accordingly.
- 10.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.
- 10.13 Nothing in Article-10 shall in any way release the SELLER from any warranty or other obligations under this CONTRACT.
- 10.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.



- 10.15 **Inspection & Rejection of Materials by consignees:**  
When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the SELLER freight to pay or otherwise dispose them off at the SELLER's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.
- 11.0 Time Schedule & Progress Reporting**
- 11.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.
- 11.2 PURCHASER's/CONSULTANT's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.
- 11.3 Irrespective of such inspection, SELLER shall advise PURCHASER at the earliest possible date of any anticipated delay in the progress.
- 11.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER/CONSULTANT which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER/CONSULTANT may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER/CONSULTANT, the PURCHASER/CONSULTANT shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event, PURCHASER/CONSULTANT shall not be responsible for any loss that the SELLER may incur, and SELLER shall not be entitled to any gain. PURCHASER/CONSULTANT shall, in addition, have the right to encash Performance Guarantee in full or part.
- 12.0 Delivery & Documents:**
- 12.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.
- 12.2 Delivery shall be deemed to have been made:
- a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.
  - b) In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained, the date of LR/GR shall be considered as the date of delivery.
  - c) In case of FOT site/ FOR Destination (for Indian bidders), on receipt of goods by PURCHASER/Consultant at the designated site(s).

- 12.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.
- 12.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/CONSULTANT
- 12.5 In the event of delay in delivery, Liquidated Damages as stipulated in Article – 22.1 shall apply.
- 12.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.
- 12.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 12.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

### **13.0 Transit Risk Insurance**

- 13.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 13.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser.  
Insurance Requirements
- Indigenous Bidders: Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by PURCHASER. In case of F.O.T site contracts, transit insurance to be borne by SELLER.
  - Foreign Bidders: Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by PURCHASER.

The SELLER shall ensure that in effecting despatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardised. The Seller shall furnish the cost of materials against each equipment.

### **14.0 Transportation**

- 14.1 Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, upto and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.
- 14.2 Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

### **15.0 Incidental Services:**

- 15.1 The Seller may be required to provide any or all of the following services:
- 15.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:
- 15.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:

- 15.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warranty/ guarantee obligations under the Contract.
- 15.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.
- 15.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.
- 15.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty one days for medium and long-term assistance, from the date of notice given by Purchaser.
- 15.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules whenever asked for in the tender.

**16.0 Spare Parts, Maintenance Tools, Lubricants**

- 16.1 Deleted

**16.8 Lubricants**

- 16.8.1 Deleted

**17.0 Guarantee**

- 17.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract. No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S /CONSULTANT'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfil in all respects all operating conditions, if any, specified in the Contract.

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12) months from the date of the first commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or Fifteen (15) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may be necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees. PURCHASER may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair.

In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings, data sheets or the terms of the Contract and rectification is required at site, PURCHASER shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER, for taking the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER shall immediately rectify the work/ materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

## **17.2 PERFORMANCE GUARANTEE OF EQUIPMENT**

17.2.1 Deleted

17.2.2 Deleted

17.2.3 Deleted

## **18.0 Prices:**

Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid. The price indicated in the Purchase Order is firm and not subject to alteration on any account unless specified otherwise in the terms and conditions of Purchase Order. However, in case of delayed delivery, price reduction clause shall apply.

## **19.0 Subletting and Assignment:**

The SELLER shall not without previous consent in writing of the PURCHASER, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the SELLER from any obligation, duty or responsibility under the contract.

## **20.0 Time as Essence of Contract:**

The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.

## **21.0 Delays in The Seller's Performance:**

If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule, the PURCHASER has the right to:

- i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or
- ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or
- iii) hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.

21.1 Any un-excusable delay by the SELLER or his subcontractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition of Liquidated

Damages for delay in delivery, termination of the contract for default and purchase from another source at the risk and cost of the SELLER.

**22.1 Liquidated Damages Schedule for Delayed Delivery**

Subject to Article -25, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

22.1.1 Deductions shall apply as per following formula: A sum equivalent to 0.5 (Half) per cent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total damages shall not exceed 10 (Ten) per cent of the value of delayed goods. The LD cannot exceed the amount stipulated in the contract.

22.2 In case of delay in delivery on the part of SELLER, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.

22.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee. Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre-estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.

**23.0 Rejections, Removal of Rejected Equipment & Replacement**

23.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's/ CONSULTANT's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.

23.2 If the EQUIPMENTS are not of specification or fail to perform specified functions or are otherwise not satisfactory the PURCHASER/CONSULTANT shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.

23.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.

23.4 EQUIPMENT rejected by the PURCHASER/ CONSULTANT shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.

23.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).

**24.1 Termination for Default**

24.1.1 In the event that the SELLER commits a breach of the provisions of this CONTRACT and/or fails to perform any of its obligations under this CONTRACT including but not

limited to failing to deliver any or all of the GOODS within the time period (s) specified in the CONTRACT, the SELLER shall be said to have committed a default of the provisions of this CONTRACT. In the event that such default is not cured by the SELLER within 30 days of a notice issued by the PURCHASER of such default, the PURCHASER shall be entitled to terminate this CONTRACT forthwith. The PURCHASER may, at its sole discretion, extend the time for curing the default by the SELLER beyond 30 days.

The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:

A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or

B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and

C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.

24.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 24.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.

24.1.3 In case of termination of CONTRACT herein set forth (under clause 24) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be blacklisted/ Debarred as per prevailing guidelines.

## **24.2 Termination for Insolvency**

24.2.1 The PURCHASER, may at any time, terminate the CONTRACT by giving written notice to the SELLER, without compensation to the SELLER, if the SELLER becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PURCHASER.

## **25.0 Force Majeure**

25.1 Force majeure is an event beyond the control of SELLER and not involving the SELLER's fault or negligence and which is not foreseeable, which prevents the SELLER from fulfilling its obligations under the CONTRACT.

Force Majeure shall mean and be limited to the following:

a) War/hostilities

b) Riot or Civil commotion

c) Earthquake, flood, tempest, lightening or other natural physical disaster.

d) Restrictions imposed by the Government or other Statutory bodies which prevent or delay the execution of the Contract by the SELLER.

The decision as to whether an event constitutes force majeure shall rest with PURCHASER which shall be final and binding.

25.2 If there is delay in performance or other failures by the SELLER to perform obligations under the contract due to event of a Force Majeure, the SELLER shall not be held responsible for such delays/failures.

- 25.3 If a Force Majeure situation arises, the SELLER shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the SELLER shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 25.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding 120 days, PURCHASER may at its option terminate the contract without any financial repercussion on either side.
- 26.0 Resolution of Disputes/ Arbitration:**
- 26.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal, good faith negotiations any disagreement or dispute arising between them under or in connection with the contract.
- 26.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve the disagreement or dispute, the same be referred for resolution to the formal mechanism as specified hereunder.
- 26.3 **Legal Construction:** The Contract shall in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being.
- 26.4 Arbitration:**
- a) All disputes and differences of any kind whatsoever arising out of or in connection with the contract or carrying out of the works (whether during the course of works or after their completion and whether before or after termination, abandonment or breach of contract) shall be referred to and settled by the person authorized and notified in writing by PURCHASER who shall state his decision in writing. Such a decision may be in the form of a final certificate or otherwise and shall be made within a period of 30 days from the date of receipt of such reference to them.
- b) If the SELLER is dissatisfied with the decision of such authorized person, then he may within 30 days of receipt of such decision send a written appeal to PURCHASER, represented by the Chairman and Managing Director at the registered office, Mumbai for the same to be referred to Arbitration by a Sole Arbitrator to be appointed by mutual consent and after due approval of CMD, IREL. The Arbitration proceedings shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996. It is made clear that this Arbitration Clause shall be applicable to any and all disputes and differences between the Parties arising out of and/or relating to this CONTRACT and the Parties shall be bound to refer the same to arbitration in accordance with the procedure contemplated herein.
- c) If the period of 30 days under Clause (b) has expired at any stage, stipulated in the preceding paras without any response from the SELLER before such expiry, the SELLER is deemed to have communicated his satisfaction to the decision of PURCHASER at the relevant stage and all his rights of further appeal or as the case may be and adjudication are deemed to have been waived once and for all.
- d) The seat of arbitration will be at Mumbai and language thereof shall be English.
- e) Notwithstanding the invocation, commencement and/or pendency any dispute resolution proceedings under this Clause 26.0 including arbitration under Clause 26.4, the SELLER shall continue to be bound by the provisions of the CONTRACT, if not

terminated by the EMPLOYER, and shall be obligated to discharge its obligations under the CONTRACT including continuation of the WORK under the CONTRACT.

- f) The Bidder shall not in any way delay or default or cause to delay or default the carrying out of the works by reason of the fact that any matter has been agreed to be referred for dispute resolution under Clause 26.0 including Arbitration under Clause 26.4.

## **26.5 Jurisdiction**

The courts at Mumbai only shall, subject to Arbitration Clause, have exclusive jurisdiction to deal with and decide any matter arising out of this contract.

## **27. Taxes & Duties**

- 27.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the PURCHASER's country.
- 27.2 A domestic Seller shall be entirely responsible for all taxes, duties, licence fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, GST on finished products shall be reimbursed by PURCHASER. Seller need to prepare E-Invoice under GST and submit monthly/ quarterly GST Return as per GST Rules. Failure to submit GST Return on time as per GST Rules may result into deduction of GST while processing suppliers' Bill.
- 27.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.
- 27.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.

## **28. Permits & Certificates**

- 28.1 SELLER shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.

## **29. Fall Clause**

- 29.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any Persons/Organizations including the Purchaser or any Department of the Central Govt. or any Department of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.
- 29.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. The above stipulation will, however, not apply to: a) Exports by the Contractor/Supplier or b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement c) Sale of goods such as drugs which have expiry dates.



- 29.3 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order:- "I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the PURCHASER under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. of Central Govt. or any Deptt. of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the PURCHASER under the order". Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a), (b) & (c) of sub-para 29.2 above, of which details shall be furnished by the supplier.

### **30.0 Limitation of Liability**

Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

### **31.0 Method of blacklisting vendors**

- 31.1 Any failure by the vendor (SELLER) to supply/execute the contract as per order may result in blacklisting of vendors by the PURCHASER through its competent authority. The blacklisted vendor shall not be considered for a minimum period of one year from the date of blacklisting.
- 31.2 Further the competent authority may blacklist the bidder, if the bidder changes bid (either techno-commercial and / or price) or withdraw his bid after receipt of the same and during the validity period of bid.
- 31.3 Further, the vendor (SELLER) shall be banned from doing any business with the PURCHASER, indefinitely or for such period as may be determined by the PURCHASER at its sole discretion, in case of :
- a. If security considerations including question of loyalty to the state so warrant.
  - b. If the proprietor, partner, Director's representative of the SELLER is convicted by a court of law following prosecution for any offences including offences relating to business or commercial dealings.
  - c. If there is strong justification, as determined by the PURCHASER at its sole discretion, for believing that the proprietor or employee or representative of the SELLER has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law, etc.
- 31.4 An order for ban/ suspension passed for a certain specified period shall be deemed to have been automatically revoked on expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of suspension/ban passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked in writing.
- 31.5 An order of ban on grounds of conviction by Court of Law may be revoked if, in respect of the same facts, the SELLER has been wholly acquitted by a court of law.

### **32.0 Secrecy**

The SELLER shall not at any time during the pendency of the contract or thereafter disclose any information furnished to them by PURCHASER or any drawings, designs, reports and other documents and information prepared by the Contractor for this contract, without the prior written approval of PURCHASER except in so far as such

disclosure is necessary for the performance of the Contractor's work and service hereunder.

**33. General**

- 33.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail. Any specific Terms / Conditions mentioned in PO will supersede this GCC.
- 33.2 **Losses due to non-compliance of Instructions:** Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER/CONSULTANT in connection with the contract execution shall be recoverable from the SELLER.
- 33.3 **Recovery of sums due :** All costs, damages or expenses which the PURCHASER/CONSULTANT may have paid, for which under the contract, SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.
- 33.4 **Payments, etc. not to affect rights of the PURCHASER:** No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfilment of the CONTRACT.
- 33.5 **Cut-off Dates :** No claims or correspondence on this Contract shall be entertained by the PURCHASER/Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any).
- 33.6 **Paragraph heading:** The paragraph heading in these conditions shall not affect the construction thereof.

**FORMAT FOR CORRESPONDENCE WITH BIDDERS ON  
“Ethics in tendering & other business dealings”**

Dear Sir,

IREL (India) Limited, a Government of India undertaking under the administrative control of Department of Atomic Energy is doing its business as per the rules and regulation of the Public Sector Undertaking and other statutory agencies. The business is done in an ethical, rational & impartial manner with good corporate governance.

In our endeavour to be more transparent in our dealings and to support our ideology all **Vendors, Customers and Business Partners** are requested not to provide any gift and / or inducement to any of our employees for securing / being granted favour in dealings with our Company. In assurance of your commitment to the aforesaid, it will be highly appreciated if you fill up, sign and abide by the attached undertakings.

Report of any gifts and / or inducements sought by any employee of the company should be immediately reported to any one of the following:

<p>Chairman &amp; Managing Director IREL (India) Limited, 1207, V.S. Marg, Prabhadevi Mumbai 400 028. Ph: 022-24225778 Email:cmd@irel.co.in</p>	<p>Chief Vigilance Officer IREL (India) Limited, 1207, V.S. Marg, Prabhadevi Mumbai 400 028 Ph:022-24221068 Email:cvo@irel.co.in</p>
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We assure you that complaints if any made by you on the subject will be kept confidential and fair investigation will be conducted and appropriate action will be taken. Similarly, we expect your commitment to the undertaking and its violation will have consequences as per prevailing rule of the Company.

Thanking you,

For IREL (India) Limited

Name -----

Designation -----

Date

**FORMAT FOR UNDERTAKING TO BE SUBMITTED BY BIDDERS FOR ADOPTING  
ETHICAL PRACTICES**

Date:

To,

M/s IREL (India) Limited,  
1207, V.S. Marg, Prabhadevi  
Mumbai 400 028.

I / We ..... am / are a Vendor / Customer of  
IREL (India) Limited (now onwards to be referred as Company).

I / We agree and undertake:

Not to provide any gift and / or inducement to any employee of the Company in connection with  
securing / being granted favour (s) in my / our dealings with the Corporate office of the company  
and / or its any field units namely MK, Chavara, OSCOM, RED, IRERC & REPM.

To immediately report any gift and / or inducement sought by any employee of the Company  
granting favour(s) to me / us in my / our dealings with the Company and / or its field units.

Signature.....

Name.....

Title.....

Name of the Company and Address (with Seal).....

**DECLARATION – NON-BLACKLISTING**

(To be submitted by an Authorized Signatory on the company's original letter head with signature and seal)

To,

**GM -Technical  
IREL (India) Limited  
Corporate Office Mumbai  
PLOT NO. 1207, VEER SAVARKAR MARG  
NEAR SIDDHIVINAYAK TEMPLE  
PRABHADEVI  
MUMBAI-400028**

Sir,

In response to the Bid Ref No.: \_\_\_\_\_ dated \_\_\_\_\_ 2025, I/We hereby declare that presently our agency has not been declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State Govt./ Central Govt./PSU/Government of India Society on the date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our bid if any, to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the agency : -  
Authorized Signatory: -  
Seal of the Organization: -

Date:  
Place:

**Tender Acceptance Letter**

**(To be given on Company Letter Head)**

Date:

To,

**GM -Technical & I/c Purchase  
IREL (India) Limited  
Corporate Office Mumbai  
PLOT NO. 1207, VEER SAVARKAR MARG  
NEAR SIDDHIVINAYAK TEMPLE  
PRABHADEVI  
MUMBAI-400028**

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No:** \_\_\_\_\_

Name of Tender/Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely:

GeM Portal as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_ to \_\_\_\_ (including all documents like annexure(s), schedule(s), drawings etc.), which form part of the contract and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken in to consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in its totality/ entirety.

5. I/We do hereby declare that our Firm has not been blacklisted/debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**FORMAT FOR CERTIFICATE FROM PRACTICING CHARTERED ACCOUNTANT  
FOR ELIGIBLE WORKS**

***Certificate from the practicing chartered accountant***

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... (name of the Bidder) was awarded by ..... (title of company) for ..... (name of supply/work).

The total fees received by the Bidder for the supply/work is .....

We further certify that the said supply/work was completed on ..... (date).

Name of the audit firm:

Seal of the audit firm:

Date:

License/registration no:

UDIN NO.

(Signature, name, designation of the authorized signatory of the audit firm)

Signature of Authorised Signatory with seal

## Particulars of the bidder

Sl.	Particulars	Details
1.	a) Name of Bidder b) Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): c) Date of incorporation and/ or commencement of business d) Brief details about main line of business.	
2.	Bank details:- The payments to be released from IREL will be made through e-payments. The contractor has to provide the following details: <ul style="list-style-type: none"> <li>• Beneficiary name:</li> <li>• Account Number:</li> <li>• Name of the bank:</li> <li>• IFSC:</li> <li>• Nature of Account (Savings/Current/CC/OD):</li> </ul> Branch Code	
3.	Particulars of the Authorized Signatory of the Bidder <ul style="list-style-type: none"> <li>a) Name</li> <li>b) Designation</li> <li>c) Company</li> <li>d) Address</li> <li>e) Telephone Number</li> <li>f) Email address</li> </ul>	
4.	GST and PAN no details:	



## Annexure VII

### Requirement details of tender documents

Note: The complete bid document submitted by the bidder as technical bid (Part 1) shall be duly numbered in each page. Based on the numbering done, the following table should be filled up by the bidder.

Sl.	Required Documents	(bidder should correctly fill the following column)	(Indicate page number of the bid document where related information is shown/available, so that it can be verified by IREL)
1.0	Complete documents as per the Pre-qualification criteria a. PO and supply completion certificate or other relevant details b. Financial capability c. Declaration- Non-Blacklisting d.OEM Authorisation certificate		
2.0	Particulars of the bidder		
3.0	Technical specifications compliance sheet to be submitted in bidders letter head.		
4.0	Annexures I to VIII		

<b>ZTNA Capabilities</b>		
<b>Description</b>	<b>Minimum Specification Requirement</b>	<b>Compliance (Y/N)</b>
<b>PERFORMANCE &amp; SCALABILITY</b>		
<b>Hardware Appliance</b>	The solution proposed must be a dedicated Hardware based Appliance solution	
<b>Solution Configuration</b>	The entire Policies, Groups, Network Access Controls, Endpoint Compliance, Users, Reports & Logs and all other Policies should be configured on On-Premise Solution only, Remote User Machines must connect directly with Proposed Solution & No Configuration, Or Data to be shared on External Cloud or Servers	
<b>Maximum SSL VPN Throughput</b>	The solution proposed must provide pure SSL VPN throughput of 250 Mbps per device.	
<b>Maximum Logins/sec</b>	The solution proposed must provide 2,400 simultaneous logins per second.	
<b>Maximum Concurrent Users Supported</b>	The solution proposed must support up to 100 concurrent users per appliance from day 1	
<b>Data Traffic</b>	The solution proposed must have 4 x 2.5G RJ45 NIC ports per device.	
<b>VoIP Data</b>	The solution proposed must support VOIP applications with latency not more than 10 MS.	
<b>TCP Compression</b>	The solution proposed must provide TCP compression (should not be limited only for HTTP compression)	
<b>Storage</b>	The solution proposed must have inbuilt 500 GB SSD.	
<b>Data Compression</b>	The solution proposed must support bulk compression of data	
<b>TLS Based Auto Site to Site Connectivity</b>	The solution proposed must have capability to auto connect multiple remote ZTNA devices with main ZTNA gateway, & automatically check connectivity of Site to Site tunnel every 10 Seconds and Auto Reconnect if tunnel is broken. All remote site appliance configuration must be done at central ZTNA gateway and remote appliance configuration should be in form of a key which can be quickly applied onto remote appliance without doing any manual configuration at remote appliance.	
<b>Client Server Security</b>	The solution proposed must provide functionality for ZTNA client can only connect with authenticated ZTNA server using trusted SSL/TLS certificate based URL, No connection from client to gateway should be allowed if SSL certificate on ZTNA sever is not secured and valid from a	

		trusted public CA and no IP based connection should be allowed from ZTNA client to ZTNA server in any scenario.	
<b>DC &amp; DR Support</b>		In case of DC and DR setup, if DC is not reachable, Client should automatically, without manual intervention, should reach to DR site for Application Access.	
<b>IDENTITY ACCESS MANAGEMENT &amp; AUTHENTICATION</b>			
<b>Digital User Identity Lock</b>		The solution proposed must have option to auto lock User ID field in Login Window with user ID locked so that this field cannot be edited, which means only given authorized user can login from this client agent.	
<b>Separate Authentication</b>	<b>Web</b>	The solution proposed must support ZTNA client which must have secured browser plugin tightly integrated with ZTNA client which should handle entire user & device authentication process separately. Once user & device is authenticated, client must establish a separate connection with ZTNA/VPN module for data encryption, data transmission & data decryption.	
<b>Client integrated user provisioning</b>		The solution proposed must have ZTNA client which must have secured browser plugin tightly integrated with ZTNA client to provide functionalities such as user provisioning, user password reset, license restrictions, multifactor authentication in terms of email OTP & TOTP, password policies implementation.	
<b>Advanced Security</b>	<b>SSL/TLS</b>	The solution proposed must use separate tunnel for user & device authentication & secured data packets transmission. Solution proposed must have capability in client & server to allocate a new unique SSL/TLS certificate for data packets encryption, decryption & transmission, every time client is connected to ZTNA gateway, this process of authentication, new certificate fetching & client connected with ZTNA gateway must be well visible in user login reports & logs with all the three process shown separately with time stamps and user & event details, hence achieving highest level of secure communication between client & ZTNA gateway.	

<b>Realtime Group policies applied on Client</b>	The proposed solution must provide a functionality to push & client have capability to fetch latest updated group based policies applied such as Network Access Controls, Private subnet allowed, Split tunnel/ full tunnel mode, sign in with Google enabled/disabled, multifactor authentication such as email based OTP, TOTP enabled/disabled, endpoint scan enabled/disabled along with scan interval, user digital lock enabled/disabled, client connecting on alternate gateway IPs enabled/disabled, URL cleanup on client logout enabled/disabled, History cleanup on client logout enabled/disabled, Not allowing user to save password enabled/disabled, Cookies clean up on client logout enabled/disabled, Block cut, copy paste function, print screen function enabled/disabled, Temporary internet files cleanup on client logout enabled/disabled, Inactive user time out defined, on every time client logged in and connected to ZTNA gateway without any delay in user login, without need to reinstall client application, without any need to change any settings in client application, without any need to update client application and without hampering client login process & user experience.	
<b>Microsoft Authenticator</b>	The solution proposed must have Inbuilt OTP based 2 Factor Authentication mechanism using Microsoft Authenticator App	
<b>Google Authenticator</b>	The solution proposed must have Inbuilt OTP based 2 Factor Authentication mechanism using Google Authenticator App	
<b>SMS OTP Authentication</b>	The solution proposed must have Inbuilt SMS OTP based 2 Factor Authentication server which can be integrated with 3rd party SMS gateway service providers	
<b>Passwordless Authentication</b>	The solution proposed must provide functionality to integrate sign in with Google & sign in with Microsoft platforms so that after first time authentication, user can login into ZTNA product without entering password next time onwards. The solution must authenticate users using these platforms which are well defined in ZTNA product irrespective their accounts created in Google or Microsoft platforms.	
<b>Device MAC ID Auth</b>	The solution proposed must have Automatic Endpoint device MAC ID Binding with User account in ZTNA Gateway	
<b>Device Unique ID Auth</b>	The solution proposed must have Automatic Endpoint device Unique ID Binding with User account in ZTNA Gateway	

<b>User Account Activation Alert</b>	The solution proposed must automatically Email to User from ZTNA Gateway on User Account creation along with Unique QR Code for that user	
<b>User Account Details</b>	The solution proposed must send Email to User containing User ID & User Web portal link to reset password & to download client on user account creation automatically with an option to enable or disable send email.	
<b>User Password Policy</b>	The solution proposed must be able to create User password policy & auto password expiry configuration	
<b>Password Expiry Alerts</b>	The solution proposed must be able to auto Emails to users from ZTNA gateway each day before 5 days remaining for password to expire along with link to reset password portal	
<b>Password Reset Alert</b>	The solution proposed must send auto Password reset email alert to user while resetting password	
<b>Geo Network Fencing</b>	The solution proposed must have inbuilt capability of Geo Network Fencing for blocking access based on country of origin for remote users.	
<b>Local Authentication</b>	The solution proposed must support creating local users and authenticate users locally. Users must have secured option using email OTP to reset their passwords by themselves	
<b>External Authentication</b>	The solution proposed must be able to Integrate with external authentication servers such as AD, Radius & LDAP	
<b>External Syslog integration</b>	The system proposed must support integrating external syslog server using log format RFC5424 & RFC3164 & must support both UDP & TCP protocols.	
<b>Sync User Data from External Auth Servers</b>	The Solution proposed must have option to sync user data such as user ID, First Name, Last Name, User Group, Email ID, Mobile number of selected Groups from external AD, LDAP & Radius servers automatically, Also must have functionality in the system to automatically sync user data at every hour	
<b>Create User Accounts Automatically</b>	The Solution proposed must have functionality to Sync User Data from external authentication servers such as AD, Radius & LDAP & create local users in ZTNA system automatically. If User is already created, it should not create duplicate user account.	
<b>Multiple User Logons</b>	The solution proposed must provide the option to enable or disable multiple client logons using same user or installation package name	
<b>Self Password Management</b>	The solution proposed should provide functionality for end user to reset password by herself using user web portal along with email OTP verification	

<b>User Ideal Time Logout</b>	The solution proposed must provide functionality to logout user who is ideal after specified time automatically	
<b>ENDPOINT HOST SCANNING &amp; CONTROLS</b>		
<b>Endpoint Machine Scanning</b>	The solution proposed must do Endpoint Machine Scanning & Endpoint Compliance every time user tries to login	
<b>Endpoint Compliance Policies</b>	The solution proposed must be able to fetch new EPC policies from ZTNA Distribution Server and update ZTNA Client time to time	
<b>EPS support for Symantec Anti Virus &amp; Firewall</b>	The solution proposed must have capability to detect if Symantec Anti Virus is running & updated, Firewall is enabled or not in Endpoint machine and keep monitoring this state after ZTNA client login, ability of ZTNA solution to isolate endpoint machine from corporate network if Anti Virus is disabled automatically and vice versa	
<b>EPS support for McAfee Anti Virus &amp; Firewall</b>	The solution proposed must have capability to detect if McAfee Anti Virus is running & updated, Firewall is enabled or not in Endpoint machine and keep monitoring this state after ZTNA client login, ability of ZTNA solution to isolate endpoint machine from corporate network if Anti Virus or Firewall is disabled automatically and vice versa	
<b>EPS support for Seqrite Anti Virus &amp; Firewall</b>	The solution proposed must have capability to detect if Seqrite Anti Virus is running & updated, Firewall is enabled or not in Endpoint machine and keep monitoring this state after ZTNA client login, ability of ZTNA solution to isolate endpoint machine from corporate network if Anti Virus or Firewall is disabled automatically and vice versa	
<b>EPS support for Windows Defender Anti Virus &amp; Firewall</b>	The solution proposed must have capability to detect if Windows Defender Anti Virus is running & updated, Firewall is enabled or not in Endpoint machine and keep monitoring this state after ZTNA client login, ability of ZTNA solution to isolate endpoint machine from corporate network if Anti Virus or Firewall is disabled automatically and vice versa	
<b>EPS support for Avast Anti Virus &amp; Firewall</b>	The solution proposed must have capability to detect if Avast Anti Virus is running & updated, Firewall is enabled or not in Endpoint machine and keep monitoring this state after ZTNA client login, ability of ZTNA solution to isolate endpoint machine from corporate network if Anti Virus or Firewall is disabled automatically and vice versa	
<b>EPS support for AVG Anti Virus &amp; Firewall</b>	The solution proposed must have capability to detect if AVG Anti Virus is running & updated, Firewall is enabled or not in Endpoint machine and keep monitoring this state after ZTNA client login, ability of ZTNA solution to isolate endpoint machine from	

	corporate network if Anti Virus or Firewall is disabled automatically and vice versa	
<b>EPS support for Trend Micro Anti Virus &amp; Firewall</b>	The solution proposed must have capability to detect if Trend Micro Anti Virus is running & updated in Endpoint machine and keep monitoring this state after ZTNA client login, ability of ZTNA solution to isolate endpoint machine from corporate network if Anti Virus is disabled automatically and vice versa	
<b>EPS support for Kaspersky Anti Virus &amp; Firewall</b>	The solution proposed must have capability to detect if Kaspersky Anti Virus is running & updated, Firewall is enabled or not in Endpoint machine and keep monitoring this state after ZTNA client login, ability of ZTNA solution to isolate endpoint machine from corporate network if Anti Virus or Firewall is disabled automatically and vice versa	
<b>EPS support for Sentinel EDR &amp; Firewall</b>	The solution proposed must have capability to detect if Sentinel EDR is running & updated, Firewall is enabled or not in Endpoint machine and keep monitoring this state after ZTNA client login, ability of ZTNA solution to isolate endpoint machine from corporate network if EDR or Firewall is disabled automatically and vice versa	
<b>EPS support for Sophos Anti Virus &amp; Firewall</b>	The solution proposed must have capability to detect if Sophos Anti Virus is running & updated, Firewall is enabled or not in Endpoint machine and keep monitoring this state after ZTNA client login, ability of ZTNA solution to isolate endpoint machine from corporate network if Anti Virus or Firewall is disabled automatically and vice versa	
<b>EPS support for eScan Anti Virus &amp; Firewall</b>	Solution capability to detect if eScan Anti Virus is running & updated in Endpoint machine and keep monitoring this state after ZTNA client login, ability of ZTNA solution to isolate endpoint machine from corporate network if Anti Virus is disabled automatically and vice versa	
<b>EPS support for Cortex EDR</b>	The solution proposed must have capability to detect if Cortex EDR is running & updated in Endpoint machine and keep monitoring this state after ZTNA client login, ability of ZTNA solution to isolate endpoint machine from corporate network if EDR is disabled automatically and vice versa	
<b>EPS support for Trellix AV &amp; Firewall</b>	The solution proposed must have capability to detect if Trellix AV & firewall is running & updated in Endpoint machine and keep monitoring this state after ZTNA client login, ability of ZTNA solution to isolate endpoint machine from corporate network if AV is disabled automatically and vice versa	

<b>EPS support for Quick Heal Anti Virus &amp; Firewall</b>	The solution proposed must have capability to detect if Quick Heal Anti Virus is running & updated Firewall is enabled or not in Endpoint machine and keep monitoring these states after ZTNA client login, ability of ZTNA solution to isolate endpoint machine from corporate network if Anti Virus or Firewall is disabled automatically and vice versa	
<b>Check for any Anti Virus</b>	The proposed solution must scan all incoming endpoint machines for any of the above mentioned Anti Viruses, which must check whether Anti Virus is installed or not, whether the state of Anti Virus is On, Off or Snoozed, whether Anti Virus is up to date or not and based of this scan solution should put that device into security zones and different access controls must be applied based on these zones	
<b>Check for any Firewall</b>	The proposed solution must scan all incoming endpoint machines for any local Firewall which must check whether the state of Firewall is On, Off or Snoozed enabled or disabled and based of this scan solution should put that device into security zones and different access controls must be applied based on these zones	
<b>Check for any IP Forwarding</b>	The proposed solution must scan all incoming endpoint machines for local machine IP Forwarding whether the local IP Forwarding is enabled or disabled and based of this scan solution should put that device into security zones and different access controls must be applied based on these zones	
<b>Check for Network-Bridge Disabled</b>	The proposed solution must scan all incoming endpoint machines for Network-Bridge disabled or not and based of this scan solution should put that device into security zones and different access controls must be applied based on these zones	
<b>Continuous Host Scan</b>	The proposed solution must keep scanning host machine at different time intervals continuously so that after login if user disables Anti Virus or Firewall or other component then solution should put that machine into non compliant zone and enforce restriction of application or network access automatically	
<b>Endpoint Machine Trust</b>	The solution proposed must show a pop up window to user regarding Endpoint Scanning, showing machine Trust Level (%) & the policies failed if any, thereafter if there is any change in trust level of machine like AV is not scanning / disabled or any other policy, solution must show pop up window to user showing machine trust level (%), trust zone and policies failed	



<b>Option to Configure Trusted Zone</b>	Inbuilt option to configure Trusted Zone by selecting available EPS Policies & option to apply network access control policy from the list. Trusted Zone will have maximum Trust level for endpoint devices, devices falling under this Zone will have full given access	
<b>Option to Configure Semi-Trusted Zone</b>	Inbuilt option to configure Semi-Trusted Zone by selecting available EPS Policies & option to apply network access control policy from the list. Semi-Trusted zone has medium trust and security level. Endpoint device falling into this zone has medium Access privileges	
<b>Option to Configure Un-Trusted Zone</b>	Inbuilt option to configure Un-Trusted Zone by selecting available EPS Policies & option to apply network access control policy from the list. Un-Trusted zone has minimal trust and security level. Endpoint device falling into this zone has very minimal Access privileges	
<b>Option to Configure Restricted Zone</b>	Inbuilt option to configure Restricted Zone by selecting available EPS Policies & option to apply network access control policy from the list. Restricted zone has lower trust and security level than Semi-Trusted zone having minimal Access privileges	
<b>Option to Configure Quarantine Zone</b>	Inbuilt option to configure Quarantine Zone by applying network access control policies from the list. Quarantine Zone provides lowest Trust Level & host machines where Endpoint security scan fails fall in this zone, typically access is blocked for this zone	
<b>Endpoint Machine Controls</b>	The solution proposed must be capable to Apply Endpoint Security Controls such as Start Client on Windows Logon, Silent Mode Operation, URL Clean up, Disable Save Password, Block Cut, Copy, Paste, Remove Downloaded Files, Allow Remember Password, Delete History, Clean Cookies, Delete temporary files after logout on remote endpoint machines	
<b>Silent Mode Operation</b>	The solution proposed must be able to perform Silent Mode Operation where Client automatically connects with ZTNA gateway whenever user boots machine, before windows logon and user is not able to logout ZTNA client	
<b>Auto Client Updates</b>	The solution proposed must have auto updating ZTNA Client for EPC signatures & other Client updates with update alert along with option to also check manually if there is any update for ZTNA client	
<b>Multiple User Logons</b>	The solution proposed must provide a option to Enable/Disable multiple user logons with same user ID & Client package	

<b>Random Connect</b>	The solution proposed should have inbuilt function to randomly connect with alternate ZTNA gateway IP's or port by Client to divide load on gateway internet connections so that load can be distributed on multiple ZTNA devices or VMs and all gateway internet bandwidth links are equally used	
<b>Random EPC Scan</b>	The solution proposed should have capability to keep doing EPC Scan in random scan intervals after user is logged in. The scan interval should not be fixed which hacker can exploit rather it should be randomized with inbuilt logic	
<b>Auto User Account Expiry</b>	The solution proposed must be able to create temporary user accounts with auto expiry of account on specified date	
<b>Data Leakage Controls</b>	The solution proposed must be able to block local internet access of end user while logged in, can disable cut, copy, paste & print screen functions during login session to prevent data leakage	
<b>Multi Gateway Support</b>	The solution proposed must provision to add multiple public IPs into Client Package with Auto Switchover Connectivity so that in case primary IP is not reachable then client automatically connects with other public IP.	
<b>Gateway Tunnel Port</b>	The solution proposed must have the option to define any Port while creating SSL/TLS, UDP/TCP Client Sever Tunnel	
<b>User Portal Subdomain</b>	The solution proposed must provide the option to define User Portal Subdomain (URL) to access User Portal	
<b>SSL Certificate Upload</b>	The solution proposed must provide option to upload SSL Certificate from any Third-Party Vendor thru Admin Console for User Portal	
<b>GATEWAY PRODUCTIVITY TOOLS</b>		
<b>Layer 7 Controls</b>	The solution proposed must provide group based network access controls till application layer	
<b>Remote Support for Debugging</b>	The system proposed must have a single button enable/disable option to enable or disable remote debugging support, which will enable/disable access to ZTNA system from remote site by the OEM tech resource.	
<b>Remote User Productivity</b>	The solution proposed must provide user wise option to show date wise user active login hours in graph along with daily, weekly and monthly users logins in graph and option to download	
<b>Zero Client Trace</b>	The solution proposed must provide a option to delete cookies, temporary files, history from user machine after client logout	
<b>Random Gateway Connect</b>	The solution proposed must provide functionality at client side to every time connect to ZTNA gateway randomly so that	

	the internet connections at ZTNA gateway are distributed equally doing load balancing	
<b>Secure Branch Connect</b>	The solution proposed must have inbuilt capability for easy site to site VPN connectivity with central configuration for branch devices which keep checking if STS tunnel is established or not in every 10 seconds and auto reconnect if tunnel is down	
<b>Full Applications Support</b>	The solution proposed must provide access to all kind of Client-Server applications, Web applications, TCP, UDP or Oracle based or any legacy applications along with RDP of desktops and servers	
<b>Data Leakage Controls</b>	The solution proposed should have capability to block local internet access of end user while logged in into ZTNA gateway, prevent cut, copy, paste functions or print screen function of end user machine	
<b>Auto Config Backup</b>	The solution proposed must automatically takes Configuration Backup every week, and provide Option for admin user to create & download Backup File	
<b>Software Upgrade</b>	The solution proposed must provide option to browse & Upload ZTNA OS Software Update Files from Admin Console	
<b>All Browsers Support</b>	The solution proposed must support all web browsers such as Chrome, Edge, Firefox, Safari, Opera, Brave	
<b>NETWORK MICRO SEGMENTATION &amp; ACCESS</b>		
<b>Group Based Access</b>	The solution proposed must support providing access based on group	
<b>Protocol Based Access</b>	The solution proposed must provide access based on Protocols such TCP, UDP, ICMP or all of them	
<b>Source IP Based Access</b>	The solution proposed must support providing access based on Source IP, Subnetwork, IP Range	
<b>Source IP Ports Based Access</b>	The solution proposed must support providing access based on Source IP Ports	
<b>Destination IP Based Access</b>	The solution proposed must support providing access based on destination IP address, Subnetwork, or IP Range	
<b>Destination IP Ports Based Access</b>	The solution proposed must support providing access based on Destination IP Ports	
<b>Source MAC Based Access</b>	The solution proposed must support providing access based on source MAC address	
<b>Application Based Access</b>	The solution proposed must support providing access based on Application	
<b>Different Portals Access</b>	The solution proposed must support providing access based on different user portals	
<b>EPS Based Access</b>	The solution proposed must support providing access based on Realtime	

	endpoint scan result and trust level of endpoint machines	
<b>SECURE CLOUD ACCESS</b>		
<b>Secure Cloud Access</b>	The solution proposed must have the capability to provide secure access to Cloud Applications (SaaS) while ZTNA gateway is configured in Split Tunnel mode i.e. without routing the complete endpoint machine traffic to ZTNA gateway	
<b>Endpoint Security</b>	The solution proposed must do multifactor authentication, device authentication, endpoint scanning and compliance, apply access control policies, geo network fencing and then enable access to native cloud applications	
<b>Logs for Cloud Access</b>	The solution proposed must maintain the required user and network activity logs while accessing all cloud applications	
<b>ENCRYPTION</b>		
<b>TLS Protocols</b>	The solution proposed must support TLS protocols TLSv1.0, TLSv1.1, TLSv1.2, TLSv1.3	
<b>Ciphers</b>	The solution proposed must support ciphers: RC2-CBC, DES-CBC, DES-EDE-CBC, DES-EDE3-CBC, DESX-CBC, BF-CBC, RC2-40-CBC, CAST5-CBC, RC2-64-CBC, AES-128-CBC, AES-192-CBC, AES-256-CBC	
<b>Algorithms</b>	The solution proposed must support following hash algorithms: MD5, SHA-1 - Public Key Encryption RSA 1024, 2048 bits	
<b>Gateway Tunnel</b>	The solution proposed must provide inbuilt functionality to create Client-Server Tunnel using both TCP and UDP Protocols	
<b>Session Key</b>	Must provide session key if encryption strength of symmetric cipher is greater than 40 bit.	
<b>PKI SUPPORT</b>		
<b>PKI</b>	The solution proposed must support PKCS 7, PKCS 10, PKCS 11	
<b>Self Signed Certificates</b>	The solution proposed must support Self-signed Certificates	
<b>External CA</b>	The solution proposed must support External CA signed certificates	
<b>CRL</b>	The solution proposed must support Certificate Revocation List	
<b>CA</b>	The solution proposed must have an embedded Certificate Authority	
<b>NETWORKING &amp; DEPLOYMENT</b>		
<b>Single ARM Mode</b>	The solution proposed must support single ARM mode deployment in DMZ or LAN	
<b>Dual ARM Mode</b>	The solution proposed must support dual ARM mode deployment	

<b>IP Pool</b>	The solution proposed must support built-in IP address pool for IP address assignment based on gateway tunnel	
<b>DHCP Server</b>	The solution proposed must support DHCP mode for remote users based on gateway tunnel profile	
<b>Routing Rules</b>	The solution proposed must be able to push routing rules to remote user based on group profile	
<b>DNS Configuration</b>	The solution proposed must be able to push DNS related configuration based on gateway tunnel profile	
<b>Customization</b>	The solution proposed must provide rebranding to full access client banner as per corporate requirement	
<b>Static Routes</b>	The solution proposed must support creating static routes on appliance	
<b>ZTNA USER PORTAL</b>		
<b>Dynamic Portal</b>	The solution proposed must support dynamic portal based on group profile	
<b>Web Access</b>	The solution proposed must support web based application access from portal	
<b>File Share</b>	The solution proposed must support file share access from portal	
<b>Change Password</b>	The solution proposed must support change password from portal	
<b>App Automation</b>	The solution proposed must support running any portal resource or local application on logon	
<b>Resent Account Details</b>	The solution proposed must provide a option to resend user account details over email to user such as user web portal link, user account QR code to be used in Microsoft or Google authenticator apps	
<b>File Share On Portal</b>	The solution proposed must support File Share access from portal without Java being required.	
<b>ZTNA Full Access Mode</b>		
<b>Full Access Client Installer</b>	The solution proposed must support have a standalone installer that can be installed from ZTNA portal or can be distributed via email or drive link or pen drive	
<b>Standalone</b>	The solution proposed must support standalone client installer	
<b>Tunnelling</b>	The solution proposed must support Full tunnelling, split tunnelling, local LAN exception.	
<b>Intelligent Compression</b>	The solution proposed must support optimized data compression	
<b>No Admin Rights</b>	Full Access Client must not require admin rights for operation	
<b>Certificate Authentication</b>	Full Access Client must support validation of server SSL certificate before establishing a session with appliance	

<b>Multiple Domains</b>	Full Access Client must support more than 1 domains to connect to provide client side appliance failover	
<b>Stability</b>	Full Access Client must avoid frequent disconnect resulting seamless access	
<b>Auto Reconnect</b>	Full Access Client must support auto reconnect in case of drop in internet connection.	
<b>EPS</b>	Full Access Client must be endpoint security capable	
<b>Real Time Scanning</b>	Full Access Client must be able to do Real time scanning for End Point Security policies and detect any change in system security level in real time	
<b>Scripts</b>	Full Access Client must have ability to launch logon and logoff scripts	
<b>Client HA</b>	Full Access Client must have intelligence built to choose multiple public IPs available, defined in the SSL gateway without manual intervention.	
<b>Client Platform Support</b>		
<b>Windows Client Platforms</b>	The solution proposed must support Windows operating system Windows 7 64 bit, Windows 8, Windows 8.1, Windows 10, Windows 11 operating systems	
<b>Apple MAC Client Platforms</b>	The solution proposed must support Macintosh MAC operating system OS X 10.7 (Lion), Mac OS X 10.8 Mountain Lion, Mac OS X 10.9 Mavericks, Mac OS 10.10 Yosemite, Mac OS 10.11 El Captain, Mac OS 10.12 Sierra, Mac OS 10.13 High Sierra, Mac OS 10.14 Mojave, Mac OS 10.15 Catalina, Mac OS 11.0 Big Sur, Mac OS 12.0 Monterey	
<b>Linux Platforms</b>	The solution proposed must support Linux operating system Ubuntu, Fedora, Debian, CentOS, Open Suse, Chromebooks	
<b>Tablets</b>	The solution proposed must support All Android based & iOS based and Microsoft Windows based tablets and pads	
<b>Smartphones</b>	The solution proposed must support All Android based smartphones, all iOS based smartphones, all Windows based smart phones	
<b>Management</b>		
<b>Web GUI</b>	The solution proposed must support Web-based GUI (HTTP/HTTPS)	
<b>Admin Logins</b>	The solution proposed must support Simultaneous Administration Logins	
<b>Admin Roles</b>	The solution proposed must support Multiple admin levels (Role Based)	
<b>Restriction</b>	The solution proposed must support to block access to admin console over Internet.	
<b>Read Only Admin</b>	The solution proposed must provide option to create read only admin user for monitoring purpose	

<b>Auditing and Reporting</b>		
<b>Filtered Reports</b>	The solution proposed must provide Detailed System, Network, End User, Data reports with filter options in graphical formats	
<b>Client History Report</b>	The solution proposed must provide User Login/Logout Report with Parameters such as Client Name, Client OS, Username, Remote IP Local Port, Peer IP, Event, Event Time, Client MAC Address, User Group, Zone, Auth Method with Search Filter Options such as Client Name, User Name, Remote IP, Peer IP, Peer Port & Event	
<b>Live Clients Report</b>	The solution proposed must provide Live VPN Clients connected with Parameters such as Client Name, Client OS, Username, Remote IP, Local Port, Peer IP, Event, Event Time, Client MAC Address, User Group, Zone, Auth Method with functionality to Logout All VPN Users and Logout All Client Portal Users	
<b>Admin Logs Report</b>	The solution proposed must provide Admin Logs with Search Filters such as Admin User Name, Event, Action, Status & Event Time	
<b>User Network Activity Report</b>	The solution proposed must Show User Network Activity with Search Filter Options such as User Name, User Group, Event Type, Event Time, Protocol, Duration, Source IP, Destination IP, Source Port, Destination Port, Received Packets, Received Bytes, Transmitted Packets & Transmitted Bytes	
<b>Parameters</b>	The solution proposed must support Access Control Per User/group, Time connected, IP address, Port, Bytes transferred in/out, bandwidth usage, application/resource access based logging	
<b>SMS OTP Logs</b>	The solution proposed must provide SMS OTP Logs with Search Filters such as User Name, Status, Event Time, SMS GW details	
<b>Download Reports</b>	The solution proposed must provide option to download Report with Search Filters as VPN Client History, Live VPN Clients, User Network Activity, Admin Activity, Resource List; Report Duration with Search Filters as Last Hour, Last Week, Last Month; File Format as CSV / Excel & PDF	
<b>Resource List Report</b>	The solution proposed must provide Bandwidth Utilization Report with Search Filters such as Destination Ports, Protocol, Destination IP Source IP, VPN Users, TCP Destination Port, UDP Destination Port	
<b>Live Charts</b>	The solution proposed must show Realtime Network Traffic Live Charts with Received & Transmitted Packets on all active NIC Interfaces	

<b>Protocol Stat Charts</b>	The solution proposed must show Layer 4 Network Stats Charts & Layer 7 Network Stats Charts	
<b>Realtime Throughput of System</b>	The solution proposed must show Highest ZTNA Throughput every Day in Dashboard	
<b>Client OS Details</b>	The solution proposed must show % wise Endpoint Machine Operating System details in Graphs in Dashboard	
<b>System Health Indicators</b>	The solution proposed must show Realtime Overall Health of the System in terms of Memory, Disk & CPU Usages along with healthy and critical system indicators	
<b>Log Report Setting</b>	The solution proposed should provide Log Setting with Parameters such as System Stats in Days, Network Stats in Days, User Portal Activity Stats in Days, User Network Activity Stats in Days, User Login-Logout Stats in Days	



**PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT (to be issued from a scheduled bank)**

WHEREAS on or about the \_\_\_\_\_ day of \_\_\_\_\_ M/s \_\_\_\_\_ (Tenderer's name & address), having its registered office situated at \_\_\_\_\_ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. \_\_\_\_\_ dtd. \_\_\_\_\_ with (MK unit/Chavara unit/OSCOM unit/ RED unit/Corporate Office) of M/s IREL (India) Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 028, India (herein after referred to as IREL), for \_\_\_\_\_ (details of order) (herein after referred to as 'The Contract').

AND WHEREAS under the terms and conditions of the contract the tenderer is required to keep with IREL a security deposit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or submit a Bank Guarantee in lieu of cash deposit for the fulfillment of the terms and conditions of the contract, and whereas the supplier has chosen to submit a Bank Guarantee till completion of the guarantee period.

We \_\_\_\_\_ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from IREL stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by IREL by reason of breach of any of the terms and conditions of the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. The payment will be released within three working days from the date of demand for payment.

We undertake to pay to IREL any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these present being absolute and unequivocal.

The payment so made by us under this guarantees shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

We \_\_\_\_\_ Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of IREL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IREL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said tenderer and accordingly discharges this Guarantee. Our Guarantee shall remain in force until \_\_\_\_\_ and unless a demand or claim under this guarantee is made on us in writing within three months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

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

This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant.

We \_\_\_\_\_ Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of IREL in writing.

Notwithstanding anything to the contrary contained herein before :

- (i) Our Liability under this Bank Guarantee shall not exceed and restricted to Rs ..... (in words)
- (ii) This Bank Guarantee shall be valid upto ....., unless extended on demand.
- (iii) The bank is liable to pay the guaranteed amount or any part thereof under this bank Guarantee only if IREL serve a written claim or demand on or before ..... (Three months from the expiry of Guarantee period)

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_ Bank

(Signature with name in Block letters with designation, Attorney as per power of attorney No. \_\_\_\_\_ dt \_\_\_\_\_)

Bank's Common seal