NOTICE INVITING EXPRESSION OF INTEREST

EOI NO. RCIL/SR/ERS/2024-25/EOI/11 DTD. 29-01-2025

Expression of Interest (EOI) For

"SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LAN & WI-FI NETWORK REVAMPING AT COCHIN INTERNATIONAL AIRPORT"



Issued by:

RailTel Corporation of India Ltd

(A Nava-Ratna PSU under Ministry of Railways)

Kerala Territory Southern Region,

1St Floor Eastern Entry Tower Ernakulam Junction

Railway Station Ernakulam, 682016

Disclaimer

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

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

EOI NOTICE

RailTel Corporation of India Limited, Kerala Territory Office, 1st Floor, Eastern Entry Tower, Ernakulam South Railway Station, Ernakulam-682016

EOI NO. RCIL/SR/ERS/2024-25/EOI/11 DTD. 29-01-2025

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs for Selection of Partner Request for Supply, Installation, Testing and Commissioning of LAN and WiFi Network Revamping at Cochin international Airport Ltd (here after referred to as CIAL), from RailTel Empanelled/In Process of Empanelment Business Associates for exclusive TEAMING ARRANGEMENT for the following "Request for Proposal (RFP) for SITC of LAN and WiFi Network Revamping at CIAL"

KEY INFORMATION

Closing date for Submission of e-Bids	03-02-2025 at 15:00 Hours
Date of opening of E-Bids	03-02-2025 at 15:30 Hours
EMD at the time of submission of bid Rs. 10,00,000/-	
Bid Validity Period	210 days
e-EoI portal for Submission of Bids	https://railtel.eNivida.com
Cost of EoI Document	Nil
Place of Opening of EoI	Online RailTel Corporation of India Limited, Kerala Territory Office, 1 st Floor, Eastern Entry Tower, Ernakulum South Railway Station, Ernakulam-682016

Note:

RailTel reserves the right to change the above dates at its discretion. Bids received after due date and time will be summarily rejected.

EoI Notice and link for EoI Document are available on RailTel's website and e-EoI portal https://railtel.eNivida.com for download. For online bid submission the bidder will have to necessarily download an official online copy of the EoI documents from e-Nivida Portal. All future Information viz. corrigendum/addendum/amendments etc. for this EoI shall be posted on the RailTel's website and e-EoI Portal only. Printed copy of EoI document will not be sold from RailTel office. Bid will be submitted online on e-Nivida Portal only.

Sd/- (JGM/TERRITORY MANAGER)



Earnest Money Deposit (EMD)

- 1) **EMD payable**: To be submitted by the selected BA shall be submitted in the form of Bank Guarantee/Online Bank Transfer/Fixed Deposit as Total EMD, including the EMD submitted.
- 2) EMD Rs **10,00,000/-** is to be submitted at the time of submission of EoI in the form of RTGS/Bank Guarantee/ Fixed Deposit.
- 3) Validity of the EMD: The EMD shall be valid till the finalization of end customer RFP/Tender i.e. award of order and till submission of Performance Guarantee of requisite value with due regards to the validity of the offer.

Bids without EMD will be summarily rejected.

The EMD should be in the favour of RailTel Corporation of India Limited payable at Secunderabad through online bank transfer. The Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.

RailTel Bank Details for Submission of EMD / PBG:

Union Bank of India, Account no.327301010373007, IFSC Code: UBIN0805050.

Demand Draft shall be submitted in Favor of RailTel Corporation of India Limited payable at Secunderabad.

EMD will be forfeited in case of non-submission of remaining EMD and PBG in time. EMD of unsuccessful Bidders will be refunded by RailTel on finalizing the EoI.

Eligible Business Associates are required to direct all communications related to this Invitation for

EOI document, through the following Nominated Point of Contact persons:

Contact Details for this EOI:

Level: 1 Contact: Shri. Suvin Varghese, DM/Marketing/Ernakulam

Email: suvinvarghese@railtelindia.com Contact: +91-8075285582

Level: 2 Contact: Shri. Anish Rehman, AGM/Marketing/Ernakulam

Email: arehman@railtelindia.com Contact: +91-9704659404



Note to Bidders:

- 1. The response to EOI is invited from Eligible Empanelled/In Process of Empanelment Partners of RailTel only.
- 2. All the document must be submitted with proper indexing and page nos.
- **3.** This is an exclusive pre-RFP partnership arrangement with empanelled business associate of RailTel for participating in the end customer RFP. Selected partner's authorized signatory has to give an undertaking that they will not submit directly or indirectly their bids and techno- commercial solution/association with any other Organization once selected through this EOI for pre- bid teaming arrangement (before and after submission of bid to prospective customer Organization by RailTel). **This undertaking has to be given with this EOI Response.**
- 4. <u>Transfer and Sub-letting</u>: The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose-off the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
- 5. Bidder has to agree to comply with all OEM technical & financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP as applicable and further issued corrigendum's as mentioned below:

Detail regarding END CUSTOMER Tender for reference:

End customer Tender Ref. No.	CIAL/COMMN/SNW/54
Tender ID	2025_CIAL_723252_1
Date of floating by End customer	06.01.2025
Closing time & date	05.02.2025 at 15.00 hrs
Floated on portal	etender Kerala Portal
	(https://etenders.kerala.gov.in/)

- 6. Bidder also shall undertake to submit MAF of major items of the proposed solution and other documents required in the end Customer Organization's tender in favour of RailTel against the proposed products. The selected BA has to provide MAF from the OEM in the name of RailTel for bidding in the concerned tender of CIAL, if their proposed solution is quoted to the customer as applicable and required.
- 7. The selected bidder will have to accept all Terms & Conditions of CIAL RFP on back-to- back basis, wherever applicable.
- 8. Any corrigendum(s) issued by CIAL against pertinent tender/RFP shall be the part and scope of this EOI document on back-to-back basis and the BA's shall be on the lookout of corrigendum's issued from time to time by RCIL & CIAL, in the interest of their own Bid.
- 9. No exemption/relaxation is applicable to MSME/Start-ups.



- 10. Only, the eligibility clause/criteria and marks scoring criteria for SI/BA (Prospective BA/SI) as mentioned in CIAL's RFP is not applicable on the Bidder/BA applying against this EOI. Rest all Terms & Conditions of RFP floated for pertinent tender will be complied by SI/BA/Bidders.
- 11. However, OEM considered by SI/BA for this project have to mandatorily comply all the eligibility & technical criteria/compliance on back-to-back basis in line with end customer RFP and corrigendum(s) issued thereof.
- 12. Please refer CIAL RFP Payment terms as this will remain applicable on back-to-back basis on Successful bidders. Payment shall be made only after actual receipt of payment from CIAL on submission of required documents.
- 13. Bidder may check the price/commercial bid as per BOQ and match the same with FORMATS FOR SUBMISSION OF THE COMMERCIAL BID of CIAL RFP and if found any discrepancy, may be brought to the notice of RCIL immediately and may modify their financial bid format as per CIAL RFP financial bid document.
- 14. This is a customer centric bid on back-to-back basis and therefore the benefits of MSME shall not be applicable on this EoI & Work Order.



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1 About RailTel

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

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

The main Project of RailTel/ERS Territory on hand are KFON, KSWAN, Wi–Fi service at Kerala Govt. Secretariat, E health Mission, IOCL, VSS Project etc.

(Please visit *railtelindia.com* for more insight)

2 Background of EOI

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

In this context, RailTel intends to participate in response to the RFP floated by CIAL as above (hereafter referred to as 'CIAL') and accordingly seeks to select a suitable partner for pre-bid arrangement through this EoI for the work of "SITC of LAN and WiFi Network Revamping at CIAL"



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

The details of tender are as below:

Tender Title: Request for Proposal (RFP) for "SITC of LAN and WiFi Network Revamping at CIAL"

Ref. No.: CIAL/COMMN/SNW/54 dtd 06.01.2025; latest amendment/ Corrigendum / clarifications. Floated on etender Kerala Portal (https://etenders.kerala.gov.in/)

Method of Quoting

System Integrator (SI)/BA shall quote for single OEM/ make and model for each item description, subject to the confirmation of the given specification equivalence. The make and model shall be clearly mentioned in the proposal. However the subsistence/subcomponents offered shall be compatible with inter-operability to the main system, if different makes/models offered. Deviation to be this will not be accepted/shall be summarily rejected, Wherever applicable.

3 Scope of Work & Partner Selection

The scope of work will be as mentioned in the pertinent end Customer organization RFP/Tender for "SITC of LAN and WiFi Network Revamping at CIAL" on the website (https://etenders.kerala.gov.in/) with all latest amendment/Corrigendum/ clarifications. All materials that propose to use with the work shall be approved by the Employer / Engineer-in-charge. The scope of work is subject to addition / deletion by the Employer.

End of Support

Bidder should ensure that the quoted items are not declared "End of Support/Maintenance" for the next seven years from the date of submission of the bid. If in any case, any of the quoted Item is not available in the market, the bidder will have to supply higher version/replacement of that Item in the quoted cost in the same time duration. If any of the supplied Item reaches end of support in the market, the bidder will have to supply higher version/replacement of that Item free of cost to CIAL during the contract period of 7 years.

Bidder's Responsibility

- a) The bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs/charges in connection thereof
- b) The bidder shall provide and deploy manpower on the site for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage/supervise the work in a proper and timely manner.
- c) The bidder must certify that each personnel assigned for the project is without any criminal records/antecedents.
- d) The bidder shall employ local labourers on the work as far as possible and it may be necessary to



- provide Police Clearance Certificate for labourers from other states. No labourer below the age of Eighteen years and who is not an Indian National shall be employed on the work.
- e) The bidder shall keep CIAL saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by CIAL in connection with any claim that may be made by any workmen.
- f) CIAL/Representative may at any time object to and require the bidder to remove forthwith from the site a supervisor or any other authorized representative or employee of the bidder or any person(s) deployed by bidder, if in the opinion of CIAL/Representative the person in question has mis-conducted himself or his deployment is otherwise considered undesirable by CIAL/Representative the bidder shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of CIAL/Representative. Any act which may suspicious and/ or causing undesirable results to CIAL is a reason to remove the concerned person.
- g) CIAL/Representative may at any time request the bidder to remove from the work / Site the Implementation Agency's supervisor or any other authorized representative including any employee of the bidder or any person(s) deployed by bidder for professional incompetence or negligence or for being deployed for work for which he is not suited. CIAL/Representative having made a request as aforesaid in the case of any person which the bidder has disregarded, may in the case of the same person at any time but on a different occasion and for a different instance of one of the reasons referred to above in this Clause object to and require the bidder to remove that person from deployment on the work which the bidder shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of CIAL/Representative

Installation

a) CIAL shall provide necessary rack space, power and network connectivity for the hardware installation.

Training

- a) Pre-Implementation: Provide training to CIAL team on the product architecture, functionality and the design of all components provided under this tender. A comprehensive Pre- Implementation training session will be organized specifically for the NAC Solution.
- b) Post Implementation: Provide training to CIAL team. Training should cover Functional Training and Administration training on all components supplied as part of this tender. Comprehensive post-implementation training shall be conducted specifically for the NAC Solution.
- c) Both Pre-Implementation and Post Implementation training will take place onsite during the installation phase with the trainer being from the OEM.
- d) CIAL will provide the rooms, projector for conducting training. All other facilities should be arranged by contractor.
- e) The bidder is required to provide detailed training material for each module as per the scope of work. This training material should cover installation, operation, integration, maintenance, troubleshooting and other necessary areas for each module.
- f) All out of pocket expenses related to training shall be borne by the selected bidder.



- g) The training content must include but not limited to the topics listed below:
 - i. Features and capabilities of the supplied solution.
 - ii. Administration and management of the supplied solution.
 - iii. Troubleshooting and maintenance of the supplied solution.
 - iv. Installation and Configuration of the supplied solution.
 - v. Dashboard Reporting and workflow customization.
 - vi. Data archiving, backups and retrieving.

System Integration and Acceptance Testing

- 1) Acceptance tests will be done as per the ATP and shall include the following:
 - a) Physical Verification: All the received equipment will be powered on and physical specifications of the hardware supplied will be checked against the tender specifications
 - b) Demonstration of all software licenses installed as per tender specifications
 - c) Demonstration of configuration, logging, use case reporting functionalities etc. as per the tender requirements.
- 2) In case of discrepancy in facilities /services provided, CIAL reserves the right to cancel the entire contract.

Migration of Systems

The contractor should migrate the systems without causing interruption to the airport operations. Any tools, solutions etc required for smooth migration needs to be arranged by the contractor. The contractor has to migrate existing configurations to new environment. The contractor must submit a comprehensive migration plan, including a rollback strategy.

Documentation

- 1) Original manuals of all proposed hardware/software
- 2) Justification document for model selection and analytical model capabilities
- 3) Installation/layout plan
- 4) Technical write up of the
 - a. design and functioning
 - b. System and connectivity architecture diagram
 - c. Detailed active components configuration details
 - d. Security implementation for installed infrastructure components
- 5) Operator manual for shutdown/start of the active resources
- 6) Acceptance test plan, procedure and report document

Scope of Work and Specification

The proposed Core Switch, Distribution Switch, Wireless Controller and Access Points shall be from the same OEM. Additionally, the Network Access Control (NAC) solution and the Wired and Wireless Network Management Platform should also be from the same OEM as the switches. However, if the switch OEM does not provide a solution that meets the technical specifications in the tender document, the bidder can propose a third-party NAC and/or Management



Platform. In such cases, the bidder must submit a satisfactory completion certificate from a similar sized reputed client, confirming that the proposed solution and hardware have been successfully implemented and operational for a minimum period of six months.

The total duration of the project is for a period of 14 weeks from the date of release of work order including final acceptance and testing (FAT), training and submission of documentation.

S.	Activity	Time of Completion
No		
1	Acceptance of Work Order	Т
2	Submission of detailed project plan	T+10 Days
3	Commissioning of the Project	T + 14 weeks

If contractor fails to complete the work within this stipulate time in any phase, Compensation for delay will be deducted on a back-to-back basis from the contractor.

The bidder and OEM should ensure that the proposed solutions should not take any data from any of the monitoring locations to the external world. The bidder should specify required rack space in the technical bid. All the solutions supplied through this bid should integrate with CIAL's NTP server.

The contractor will also ensure compliance with relevant regulations, such as GDPR and DPDPA 2023, along with data backups, user access controls, data encryption, and the safe handling of data.

3.1 Warranty & AMC

The warranty would be valid for the performance of products, service and application as applicable in the **CIAL RFP on Back to Back basis for** 5 years On-site OEM comprehensive warranty and 2 years comprehensive AMC after warranty period.

Warranty details to be provided by OEM.

- a. Warranty of all quoted items shall start from the date of commissioning.
- b. Bidder shall provide comprehensive on-site warranty for all hardware supplied for 5 years period from the date of date of commissioning and 2 years of comprehensive AMC on successful completion of warranty.
- c. Bidder is required to produce OEM's confirmation in OEM's Letter head with serial numbers of hardware supplied for back-to-back warranty all the equipment supplied through this tender for the warranty and AMC period.
- d. The bidder shall provide AMC charges separately.
- e. Support: Onsite OEM support on 24 X 7 basis should be provided for any fault or for troubleshooting fault of the equipment. Support include but not limited to hardware component failure, software upgrades or troubleshooting. In case of hardware failure, spare device/component should be provided on site, within 4 hours of reporting.



- f. Bidder shall provide comprehensive on-site maintenance support for all hardware and software license supplied through this tender document during the warranty and AMC.
- g. Repair/Replacement of hardware and other supplied items inclusive of all types of spare parts.
- h. OEM should audit and certify the deployment.
- i. All ongoing software upgrades for all major and minor releases should be provided during the warranty and AMC period.
- j. Server and storage required for the solution should be sized and ownership of performance on the hardware provided would lie with the bidder.
- k. The contractor should have back to back agreement with each of the product vendors individually, to ensure that respective product support for implementation, operations, maintenance, spares and upgrades is available to CIAL for a minimum period of 7 years from the date of commissioning of the system. Each of the product vendors should also certify direct support of its respective product supplied to CIAL for a period specified above.
- I. Commercial Bid evaluation will be done including AMC charges for a total of 7 years taken together.

3.2 Warrant Support

This shall be applicable as per RFP/Tender terms and conditions of End customer, unless otherwise specified.

3.3 Quality of Service, Service Level Agreement and penalty

Liquidated Damages

Categorization of severity level

S.No.	Severity	Description	
1.	Critical	Emergency/network down. Use of services is completely suspended. No	
		workaround is available.	
		Example: A major degradation of system or service performance that impacts	
		service quality or significantly impairs network-operator control or operational	
		effectiveness. The overall network is degraded causing severe limitations to	
		operations or network-management software. The product has a major feature	
		that is not working properly and has only a difficult workaround.	
2.	2. High Major impact sustained. The Service does not operate as desig		
۷.	l ligii	problem condition exists. An acceptable workaround is available.	
		Example: A problem that results in a condition that seriously affects system operation, maintenance and administration, and so on, and requires immediate attention. The urgency is less than in a business-critical situation because of a	
		lesser immediate or impending effect on system performance, customers,	
		business operation, or revenue.	
3.	Medium	Medium impact sustained.	
J.	IVICUIUIII	Example: The Service does not operate as designed or a limited problem	
		condition exists, but the product's main functionality is not affected.	



4. La	LOW	Minor impact sustained. The issue does not significantly impair the functioning of
		the system and does not significantly affect service to customers. These problems
		are tolerable during system use.
		Example: A minor condition or configuration issue is present but can be avoided,
		or there is a question or issue related to documentation or some other general
		inquiry.

Implementation Phase

- a) Supply, installation, integration and commissioning of all the solutions should be completed within the period as mentioned in the Section 6.4 as per CIAL RFP.
- b) In case of delay in installation and commissioning beyond the specified timelines, LD shall be levied on back to back basis.

Operational Phase

a)

of quarterly AMC charges for every duction in uptime by 0.25%, subject to aximum of 10% of the quarterly AMC arges.
du axi

b)

Severity	Resolution time	Liquidated Damages
Critical	0 – 4 hours	Nil
	>4 hours	Penalty at the rate of 0.5% of device value/hour/issue and subsequent thereof
High	0 – 8 hours	Nil
	>8 hours	Penalty at the rate of 0.1% of device value/hour/issue and subsequent hours thereof subject to maximum of 10% of the quarterly AMC charges.
Medium	0 – 24 hours	Nil
	>24 hours	Penalty at the rate of 0.03% of device value/hour/issue and subsequent hours thereof

The penalty will be recovered from payment due to the vendor during warranty and/or annual maintenance charges or invoke the Performance Bank Guarantee, as the case may be. In the event of such amount not sufficient to set off the liability of the Vendor under this head CIAL shall be at liberty to proceed against the bidder for recovery of the balance as may be advised.



3.4 Purpose of EOI Detailed as above

- 3.5 Solution provider/BA need to implement and manage the Entire system and oversee the overall functioning of the organization's network infrastructure, including planning, design, implementation, and maintenance with failure free environment and without any downtime in operations of CIAL. SLA shall be applied as per CIAL's tender document and corrigendum released, if any on back-to-back basis.
- 3.6 Bidder may submit their response in the prescribed form of duly signed and stamped for techno commercial bid through Online mode vide email sent to https://railtel.eNivida.com, within the stipulated date and time, as mentioned in this EOI document. The Bidder shall accompany necessary documents as prescribed in the EoI.
- 3.7 Partners may note that this is a single stage, single Packet Bid Interested
- **3.8.** Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document with required credentials and EMD.

3.9. Technical Bid contains following:-

Eligibility Criteria

S.N	Туре	Description	Document Required
1	Existence / Origin	 The company must be registered in India. The bidder should have been in the IT related services for the last 3 years. 	 Incorporation/registration Certificate along with Memorandum & Articles of Association Certificate consequent to change of name, if applicable
2	General	The company must have: I. Valid PAN card. II. Been registered with GST.	Copy of PAN Card. Copy of GST registration certificate.
3	General	The company should not be blacklisted by any Government institution/ Government PSU	Self-declaration, in case this is discovered to be otherwise, the bidder will be declared ineligible at any stage of the tender.
4	Turnover	The average annual financial turnover of the bidder during any one of the last three years should be at least ₹ 1 Crores.	
5	Net Worth	The bidder must have positive net worth in each of the last 3 FY's ending 31st March 2024.	Audited Balance Sheet & CA Certificate



6	Empanelment	Bidder must be empanelled/in process of empanelment with RailTel as Business associate.	i) Copy of Empanelment letter or application details for BA with RCIL OR ii) If the Bidder is not empanelled with RailTel and has applied for empanelment and issue of letter of empanelment is pending, then Bidder has to submit proof of payment of empanelment fee/EMD or acknowledgement letter of submission of empanelment
7	General	All products offered by the bidder should be available with the concerned OEMs as on date and should be publicly referenceable.	documents. Self-declaration by the OEM
8	Experience	Bidder should have successfully completed implementation of ICT projects in India, during the last five years. i. Three completed projects costing not less than ₹ 2.4 crores each or i. Two completed projects costing not less than ₹ 3 crores each or ii. One completed project costing not less than ₹ 4.8 Crores	Document Required Work orders confirming year, area of activity and value of contract. Satisfactory completion certificate from client. The satisfactory completion certificate shall be issued by authorized person.
9.	General	Certificate by authorized signatory confirming unconditional acceptance of all tender terms and conditions	Unconditional Acceptance letter as per section 8.4 CIAL RFP

Note:

- If any of the Bids is found to be incomplete, it will be liable for rejection.
- Bidder is to fill the above annexure and indicate the page numbers of the supporting document in the Proof while submitting response to the eligibility criteria.
- Relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, shall be highlighted.
- Bidders must ensure that all required documents have been uploaded/submitted along with the bid to justify his/her eligibility.
- Bidder should be an authorized partner/seller of all the proposed solutions/products and should provide Manufacturer Authorization in the template provided in the RFP.



Price quote in the attached format (Annexure 8).

- i. Compliance of OEM/Vendors with their MAF's and all mandatory documents asked by CIAL from OEM/Vendors.
- ii. Unconditional Acceptance of contents the Tender document of CIAL and any Other/General Document of CIAL Tender RFP along with corrigendum and addendum.
- iii. Acceptance Letter of Eol
- iv. Annexure Formats as mentioned in this EOI.
- v. All documents mentioned in checklist and annexures of this EOI
- vi. The BA agrees to undertake Warranty, Maintenance contract for a minimum **period as per CIAL.**Undertaking in this regard is to be submitted along with the technical bid.
- vii. Contract Period Undertaking As per pertinent tender floated by CIAL **Supply, Installation, Testing and Commissioning of LAN & Wi-Fi Network Revamping"** by Cochin International Airport Limited (CIAL)., period of completion 4 months .(warranty-5 years & AMC 2 years) plus 3 months beyond AMC Completion date.
- viii. The bid should be duly signed and submitted by Authorized Signatory. The bidder has to submit notarized of non-judicial stamp paper of appropriate value Power of Attorney having authorized signatory's nomination along with board resolution in favour of power of attorney.
- ix. The bidder has to mandatorily submit notarized Annexure-11 on non-judicial stamp paper of requisite value of Rs. 200, else bid shall be summarily rejected.
- **3.10.** Prospective bidder's bid evaluation will be done based on above mentioned documents. Bids of those Bidders who submit Technical Documents without OEM/Vendor Name, Make and Model, technical Compliance, and unconditional acceptance of the CIAL hard Copies, will be summarily rejected.
- **3.11.** further complying technical requirement with supporting documents of OEM/Vendor MAF, datasheets, BOQ/BOM (wherever applicable) may be treated as technically qualified partner for Stage-1.
- **3.12.** Bidders selected as per Para 3.11 above will be treated as eligible for financial bid opening.

3.13 Financial Bid:

The Annexure 8 of for financial quote to be submitted for evaluation

3.14 Selection of Bidder: as per outcome of Clause 3.9 above

The bidder will be selected on the **lowest quote (L-1)** basis for complete 'Scope of Work' as mentioned in the EOI document and Physical documents of technical specifications of CIAL, subject to the respective overall bid is in compliance to the requirements of this EOI. The partner selected will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'. It is ascertained, that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP if required. However, RailTel reserves the right to select any Bidder irrespective of the ranking in the Bid list without assigning any reasons.

3.15 The partner selected through this EOI shall be deemed to be responsible for delivering of complete 'Scope of Work' as mentioned in the CIAL's tender document and subsequent corrigendum. However, RailTel at its discern, may take- up a certain portion / percentage of 'Scope of Work' by communicating to the CSP at any point of time during the engagement period. (The day at which 'CSP' is declared, will mark the start of engagement period. The period will be valid till final outcome of this tender as announced by CIAL. In case, RailTel comes out to be winner of the CIAL tender, then the engagement period will get auto-extended to the period RailTel serves CIAL for the concerned tender, unless terminated earlier by RailTel as per terms and conditions



mentioned in this EoI document). In this scenario, commercial engagement with the CSP will be for that portion / percentage only, which has not been taken by RailTel. Accordingly, resultant value of work will be derived on the basis of negotiated (in case) commercial bid of the CSP.

3.16 RailTel on the basis of inputs / factors available to it from various resources, past experiences of its ICT projects and on the basis of negotiated (in case) commercial bid of the CSP, will endeavour to place best technocommercial bid in response to the pertinent CIAL's tender. Further relationship with CSP will be based on the outcome pertinent CIAL's tender.

4 General Requirements and Eligibility Criteria for Bidders

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



<u>Note</u>: The interested bidder should submit duly signed and stamped EOI cover letter as per the format mentioned at Annexure-02 of this EOI document, as unconditional submission of meeting the clauses mentioned above, from Clause **4.1. to Clause 4.11**

5 Resources to be Deployed

- i. The bidder shall carry out all necessary activities during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.
- ii. Adequate training, required to carry out the activities mentioned in the scope of work above, shall be provided by Bidder to all deployed resources.
- iii. Boarding, lodging, transportation, and all other expenses of the deployed resources are to be borne by bidder,
- iv. The Authority shall be at liberty to object to and require the bidder to remove from the works any person who in his opinion misconducts himself or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Authority to be undesirable. Such person shall not be employed again at works site without the written permission of the Authority and the persons so removed shall be replaced with in a week's time by competent substitutes.
- v. The Authority has agreement with the bidder only, it is the responsibility of the bidder to ensure all due diligence is carried out for background verification of resources deployed. And in any case, the Authority will not be responsible for the violation of due diligence or offence committed by the bidder or any of its resources.

6 Proposal Preparation and Submission Cost

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

7 Amendment to EOI Document

7.1. At any time prior to the deadline for submission of bids, RailTel, may, for any reason can modify the EOI document by an amendment. All the amendments made in the document would be informed by displaying on RailTel's (www.railtelindia.com) website only. The interested bidders are advised to visit the RailTel website on regular basis for checking necessary updates. RailTel also reserves the rights to amend the dates mentioned in this EOI for bid process. RailTel may, at its discretion, extend the last date for receipt of EoI response Individual advices in this connection is not treated as mandatory.

8 Bid, PBG and SD Validity Period

- 8.1. Bid of Interested partners shall remain valid for the period of 120 days from the date of opening the price bid.
- 8.2. RailTel may request for an extension of the period of validity. The validity of the 'EMD', should also be suitably extended if called upon to do so by RailTel. The request and the responses thereto shall be made in writing through e-mail communication only. Further, whenever the bid validity extension is submitted by the interested



partner, it should be ensured by interested partner that their PBG (Performance bank Guarantee) and Security Deposit (SD) related to the empanelment should have minimum validity of 120 days from the last date of extended completion period.

9 Right to Terminate the Process

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

10 Language of Bid

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

11 Submission of Bid

- 11.1. The Bidder should take into account any Corrigendum to this EOI document that may have been published before submitting their EOI response. The bid is to be submitted in the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.
- 11.2. Bidders in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.
- 11.3. An Organization / Bidder can submit only 'One EOI Response'. Submission of multiple EOI Response by bidder(s) may lead to rejection of all of its bid.

12 Rights to Accept / Reject any or all Eol Response

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

13 Payment Terms

Back-to-back basis as per CIAL RFP No. CIAL/COMMN/SHW/69 dtd 06.01.2025 and as per Payment terms below:

13.1 Terms of Payment:

Payments shall be released to the Contractor on submission of documents as below

- a) Bills (Invoices)
- b) Receipt from the consignee for delivery/implementation in good condition
- c) A copy of the Agreement (along with the first bill only)



Implementation Phase

The terms of payment for the price of equipment as stated herein shall be made as follows: -

- 70% on delivery and testing of equipment at site, along with detailed break up schedule and bills.
- 20% after its successful installation and testing.
- 10% after commissioning and handing over the equipment to purchaser. This includes submission of detailed manuals & documentation, as-built drawings, maintenance procedures, copy of application software, operating system and licenses etc as mentioned in the tender document.

Security Deposit

10% of each bill would be deducted as security deposit till it reaches 10% of the total project cost. This amount would be released only after the completion of the warranty and AMC period. The same may be released against an equivalent unconditional, irrevocable bank guarantee valid up to 90 days after the end of the AMC period. But releasing of security deposit against bank guarantee would be the sole discretion of CIAL

Annual Maintenance Charges

- a) The payment towards the AMC charges for 7 years will be paid as equal quarterly instalments upon receiving satisfactory services.
- b) 100% of license renewal cost for 6th year & 7th year shall be released on submission of software licenses issued in the name CIAL in OEM letter head and verifiable in OEM website.

13.2 Annual Maintenance Charges as per RFP if applicable.

- 13.3. Documents list required (as applicable) at the time of payment/invoice submission by selected bidder shall be: -
 - Valid Tax Invoice (in Triplicate, where supply is Involved)
 - Delivery Challan and e way bill
 - Factory Test Report
 - QA& COQ inspection certificate duly signed by OEM.
 - Inspection Certificate or Approval of waiver for the same as applicable.
 - Packaging List
 - Purchaser's Inspection certificate
 - Consignee receipt



- Warranty certificate of OEM
- Insurance certificate
- A certificate duly signed by the firm certifying that equipment/ materials being delivered are new and conform to technical specification.
- A certificate duly signed by the firm certifying that the equipment/ materials being delivered are complete in all respect for the concerned items for which the payment is being released.

All payments shall be released after sign-off by the CIAL.

14 Performance Bank Guarantee

Bidder has to furnish bank guarantee as performance security for the supplied equipments and services

A Performance Bank Guarantee 5% of the accepted value of work (without limit) shall be furnished by the Successful Bidder within 14 days of receipt of LOA from CIAL. An unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of GCC. The said bank guarantee shall be initially valid up to ninety (90) days after expiry of the contract Period and shall be extended from time to time till ninety (90) days beyond the successful completion of the warranty period of 5 years.

- 14.1. RailTel shall also be entitled to make recoveries from the CSP's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 14.2. If the service period / contract value undergo variation PBG also shall be varied accordingly
- 14.3. During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by CIAL (in case) to RailTel. In such scenario(s) also, Clause No. 13.1. to Clause No. 13.4. are to be followed by the CSP.
- 14.4. In case the CIAL has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected bidder has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Bidder will be accepted in lieu of PBG from Scheduled Bank.
- 14.7. In case CIAL has sought any other types of PBG, at present or in future or else Integrity Pact PBG (presently or in future), same remain applicable on selected Bidder. The Said PBG will be issued by Selected Bidder from Scheduled Bank favouring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.
- 14.8 Integrity pact in the format if any, as per CIAL to be provided by the Bidder.

15 Details of Commercial Bid / Financial Bid

- 15.1. Partner should submit commercial bid strictly as per the format mentioned by CIAL or in subsequent corrigendum's (if any).
- 15.2. The commercial bid should clearly bring out the cost of the services with detailed break- up of taxes.
- 15.3. The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and bidder.



- 15.4. The quantity of 'Line Items' may vary at the time of placing of Purchase Order or during the Contract Period, as communicated by CIAL (in case) to RailTel. In such scenarios, the 'Per Unit' cost will be considered to arrive on contractual amount between RailTel and CSP.
- 15.5. It is also possible that CIAL may surrender / increase, some or all of the quantities of service items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and CSP shall be considered, at sole discern of RailTel.
- 15.6. It is also possible that during the contract period, CIAL may raise Purchase Order to RailTel for the line items (and respective quantities) which are not mentioned in the pertinent tender of CIAL. In such scenario, RailTel at its sole discretion, may extend the scope of the contract with CSP by placing order to CIAL, on back-to-back basis.
- 15.7. In addition to the Payment Terms, all other Contractual Terms will also be on 'back- to-back' basis between RailTel and CSP, as mentioned in the pertinent CIAL tender. MAF (Manufacturer's Authorization Form) in the name of RailTel and another MAF in Bidders Name (separately with reference to this EOI) from the OEMs, whose product is mentioned in commercial bid format, should also be ensured by the partner. The MAF format and required content should be in-line with CIAL tender, if specifically asked by CIAL in a particular format.

16 Duration of the Contract Period

16.1. The contract duration shall be same as of CIAL contract duration with RailTel until otherwise terminated earlier. Indicative contract duration is as per CIAL RFP, unless otherwise terminated/modified, as mentioned in this EOI document and subject to award of contract to RailTel. The contract duration can be renewed /extended by RailTel at its discern, in case CIAL extends / RailTel renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by CIAL to RailTel.

17 Restrictions on 'Transfer of Agreement'

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

18 Suspension, Revocation or Termination of Contract / Agreement

- 18.1. RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the CSP shall be payable by RailTel.
- 18.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice as per GCCA of contract or as per CIAL tender condition whichever is issued to the CSP.

RailTel shall terminate/or suspend the contract /agreement under any of the following circumstances:



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

19 Dispute Settlement

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

20 Governing Laws

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

21 Statutory Compliance

21.1. During the tenure of this Contract nothing shall be done by CSP in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.



22.2. The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923,The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

22 Intellectual Property Rights

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

23 Severability

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

24 Force Majeure

- 24.1. If during the contract period, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD(hereinafter referred to as EVENT), provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.
- 24.2. In the event of a Force Majeure, the affected party will be excused from performance during the existence of the force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this contract. Neither party shall be liable for any breach, claims, and damages against the other, in respect



of non-performance or delay in performance as a result of Force Majeure leading to such termination.

25 Indemnity

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

26 Limitation of Liability towards RailTel

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

27 Confidentiality cum Non-disclosure

27.1. The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the



execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.

- 27.2. Notwithstanding the foregoing, neither Party shall have any obligations regarding non- use or non-disclosure of any confidential information which:
 - 27.2.1. Is already known to the receiving Party at the time of disclosure:
 - 27.2.2. Is or becomes part of the public domain without violation of the terms hereof;
 - 27.2.3. Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:
 - 27.2.4. Is received from a third party without similar restrictions and without violation of this or a similar contract.
- 27.3 The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law.
- 27.4 Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.
- 27.5 This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

28 Assignment

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

29 Insurance

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

30 Exit Management

- 30.1 Exit Management Purpose
- 30.1.1 This clause sets out the provision, which will apply during Exit Management period. The parties shall ensure that their respective associated entities carry out their respective obligation set out in this Exit Management Clause.



- 30.1.2 The exit management period starts, in case of expiry of contract, at least 03 months prior to the date when the contract comes to an end or in case of termination contract, on the date when the notice of termination is sent to the CSP. The exit management period ends on the date agreed upon by RailTel or Three (03) months after the beginning of the exit management period, whichever is earlier.
- 30.2 Confidential Information, Security and Data:

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

- 30.2.1 Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code (if any); any other data and confidential information created as part of or is related to this contract;
- 30.2.2 All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to RailTel or its nominated agencies, or its replacing vendor (as the case may be).
- 30.3 Employees: Promptly on reasonable request at any time during the exit management period, the CSP shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide RailTel a list of all employees (with job titles and communication address), dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the CSP, RailTel or the replacing vendor may make an offer of contract for services to such employees of the CSP and the CSP shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.
- 30.4 Rights of Access to Information: Besides during the contract period, during the exit management period also, if asked by RailTel in writing, the CSP shall be obliged to provide an access of information to RailTel and / or any Replacing Vendor in order to make an inventory of the Assets (including hard software / active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other related material.

Note: RailTel at its sole discern may not enforce any or all clauses / sub-clauses under the

'Exit Management' clause due to administrative convenience or any other reasons as deemed fit.

31 Waiver

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

32 Changes in Contract Agreement

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



33 ANNEXURES

33.1 ANNEXURE 1

FORMAT FOR PROJECT EXPERIENCE CITATIONS

SI.	ltem	Bidder's Response	
No.			
1	Name of Bidder entity		
2	Assignment Name		
3	Name & Address of Client		
4	Approximate Value of the		
	Contract (in INR Crores)		
5	Duration of Assignment (months)		
6	Start Date (month/year)		
7	Completion Date (month/year)		
8	Narrative description of the project		
9	Details of Work that defines the scope relevant to the		
10	Documentary Evidence attached		

Signature of Bidder	
Name:	
Designation	Seal of BA Organization
Place:	_
Date	



33.2 ANNEXURE 2

EOI COVER LETTER

(On Organization Letter Head)

EOI Ref No:	Date:
То,	
The Joint General Manager (ERS)	
RailTel Corporation India Limited,	
Kerala Territory Office,	
1 st Floor, Eastern Entry Tower	
Ernakulam South Railway Station	
Ernakulam – 682016	
CIAL Tender Ref. No.: CIAL/COMMN/SNW/54 dtd 06.01.2025; latest amendment/ Corrigendum / clarifications. Floated on etender Kerala Portal (https://etenders.kerala.gov.in/)	

Dear Sir/ Madam

- 1. I, the undersigned, on behalf of M/s, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI. It is also undertaken and submitted that we are in abidance of Clause 4 of EOI.
- 2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 210 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and maybe accepted by you at any time before the expiration of that period.
- 3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (CSP) for there for said Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
- 4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
- 5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.



- 6. I hereby undertake and give unconditional acceptance for compliance of all terms & conditions of CIAL Tender Ref. No.: CIAL/COMMN/SHW/69 dtd 06.01.2025; latest amendment/ Corrigendum / clarifications. Floated on etender Kerala Portal (https://etenders.kerala.gov.in/), against this EOI based customer's requirement.
- 7. I hereby undertake that there will be no deviation from the Terms and Conditions of EOI and CIAL Tender Ref. No.: CIAL/COMMN/SHW/69 dtd 06.01.2025; latest amendment/ Corrigendum / clarifications. Floated on etender Kerala Portal (https://etenders.kerala.gov.in/)

Signature of Bidder	
Name:	
Designation	Seal of BA Organization
Place:	
Date:	

33.3 ANNEXURE 3

(Local Content Compliance)

EOI Ref. No:	Date:	
To,		
The Joint General Manager (ERS)		
RailTel Corporation India Limited,		
Kerala Territory Office,		
1 st Floor, Eastern Entry Tower		
Ernakulam South Railway Station		
Ernakulam – 682016		
CIAL Tender Ref. No.: CIAL/COMMN/SNW/54 dtd 06.01.2025; latest ame Floated on etender Kerala Portal (https://etenders.kerala.gov.in/)	endment/ Corrigendum / clarifications.	
Dear Sir / Madam		
I, the undersigned, on behalf of M/s, hereby submits that our technical solution for the 'Scope of Work' mentioned under the EoI document is in compliance of local content requirement and makes us equivalent to 'Class-I local supplier' / 'Class-II local supplier' (mention whichever is applicable) for the EoI under reference, as defined under the order No. P-45021/2/2017-PP(BE-II) dt. 04-June-2020 issued by Ministry of Commerce and Industry, Govt. of India.		
I hereby certify that M/sfulfils all requirements in this regard an submitted bid Local Content Percentage is % (write in figures as w	_	
I hereby acknowledge that in the event of acceptance of bid on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law, including but not limited to the encashment of Bank Guarantee related to Empanelment and Performance Bank Guarantee (PBG) and Security deposit (SD), as available with RailTel, related to this Eol. Signature of Authorized Signatory.		
Signature of Bidder Name:		
Designation Place: Date:	Seal of BA Organization	



33.4 ANNEXURE 4

CHECKLIST OF DOCUMENTS FOR BID SUBMISSION

CIAL Tender Ref. No.: CIAL/COMMN/SNW/54 dtd 06.01.2025; latest amendment/ Corrigendum / clarifications. Floated on etender Kerala Portal (https://etenders.kerala.gov.in/)

SI.	Document	
No.		
1	EOI Cover Letter (Annexure-02)	
2	Technical compliance sheet	
3	Price bid	
4	Local Content Compliance & Percentage Amount (annexure-03)	
5	TECHNICAL BID COVER LETTER	
6	COMMERCIAL BID COVER LETTER	
7	EMD as per EOI document	
8	This EOI copy duly Signed and Stamped by the Authorized Signatory	
	Of Bidder	
	All Annexure/ Appendices/Formats/ Declarations as per CIAL Tender Ref. No.:	
9	CIAL/COMMN/SNW/54 dtd 06.01.2025; addressing to RailTel.	
10	Compliance of eligibility criteria related documents as per Clause 3	
11	Any relevant document found suitable by bidder	

Note:

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

Signature of Bidder	
Name:	
Designation	Seal of BA Organization
Place:	
Date:	



33.5 ANNEXURE 5

FORMAT FOR TECHNICAL BID COVER LETTER

(On Company Letter Head)

To,

The Joint General Manager (ERS)

RailTel Corporation India Limited,

Kerala Territory Office,

1st Floor, Eastern Entry Tower

Ernakulam South Railway Station

Ernakulam - 682016

Sub: Submission of the response to the Tender No. <<tender id>>Request for Proposal for the Revamping of IT Infrastructure components in the Data Centre and Disaster Recovery Centre of CIALL under RDSS Scheme.We, the undersigned, offer to provide services for Request for Proposal Revamping of IT Infrastructure components in the Data Centre and Disaster Recovery Centre of CIALL under RDSS Scheme in response to the request for proposal dated <insert date> and tender reference no <> "Request for Proposal for Revamping of IT Infrastructure components in the Data Centre and Disaster Recovery Centre of CIALL under RDSS Scheme" by CIAL. We are hereby submitting our proposal online, which includes the pre-qualification, technical bid, and commercial bid.

We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our proposal is accepted, to initiate the implementation services related to the assignment not later than the date indicated in this tender.

We agree to abide by all the terms and conditions of the RFP and related corrigendum(s)/ addendum(s). We would hold the terms of our bid valid for 210 days from the date of opening of the commercial bid as stipulated in the RFP. We hereby declare that as per RFP requirement, we have not been black listed/ debarred by any Central/ State Government and we are not the subject of legal proceedings for any of the foregoing.

We understand you are not bound to accept any proposal you receive.

Signature of Bidder	
Name:	
Designation	Seal of BA Organization
Place:	
Date:	



33.6 ANNEXURE 6

FORMAT FOR COMMERCIAL BID COVER LETTER

To,

The Joint General Manager (ERS)

RailTel Corporation India Limited,

Kerala Territory Office,

1st Floor, Eastern Entry Tower

Ernakulam South Railway Station

Ernakulam - 682016

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the tender documents with respect to Request for Proposal (RFP) for Revamping of IT Infrastructure components in the Data Centre and Disaster Recovery Centre of CIALL under RDSS Scheme, do hereby propose to provide services as specified in the tender reference No. TENDER NO: CIAL/COMMN/SNW/54 dtd 06.01.2025

Price and Validity

- a) All the prices mentioned in our bid are in accordance with the terms & conditions as specified in the RFP. The validity of bid is 8 months from the date of opening of the commercial bid.
- b) We are an Indian firm and do hereby confirm that our prices are inclusive of all duties, levies etc., excluding GST.
- c) We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on income tax, professional and any other corporate tax is altercated under the law, we shall pay the same.

Unit rates: We have indicated in the relevant schedules enclosed, the unit monthly rates for the purpose of accounting of payments as well as for price adjustment in case of any increase / decrease from the scope of work under the contract.

Deviations:

We declare that all the services shall be performed strictly in accordance with the RFP irrespective of whatever has been stated to the contrary anywhere else in our bid. Further, we agree that additional conditions, if any, found in our bid documents, shall not be given effect to. We had remitted an EMD as specified in the tender document terms.

Tender pricing: we further confirm that the prices stated in our bid are in accordance with your instruction to bidders included in tender documents.



Qualifying data: we confirm having submitted the information as required by you in your instruction to bidders. In case you require any other further information/ documentary proof in this regard before evaluation of our tender, we agree to furnish the same in time to your satisfaction.

Bid price: we declare that our bid price is for the entire scope of the work as specified in the RFP. These prices are indicated in annexure-commercial bid format attached with our tender as part of the tender.

Performance bank guarantee and Security Deposit: we hereby declare that in case the contract is awarded to us, we shall submit the performance bank guarantee. We hereby declare that our tender is made in good faith, without collusion or fraud and the information contained in the tender is true and correct to the best of our knowledge and belief. We understand that our tender is binding on us and that you are not bound to accept a tender you receive.

Signature of Bidder	
Name:	
Designation	Seal of BA Organization
Place:	
Date:	

33.7ANNEXURE 7

TECHNICAL COMPLIANCE SHEET

TECHNICAL SPECIFICATION

The Service/OEM/MAKE specified are based on the existing network requirement for the present scope of work. This shall be followed as per the special condition of contract as per the relevant conditions of special conditions of contract as appended as per RFP back to basis.

As part of this tender, the bidder has to supply and install 2 nos of Core switches, 4 nos of Distribution switches, 200 nos of Access Points, 2 nos of Link Load Balancer, Wireless Controller (in HA), NAC (in HA), Management platform, Wired and Wi-Fi Guest solution (in HA) and PM Wani as a service as per the below technical specification.

Hardware & Software

- 1) All software and hardware to be provided as part of the solution should be licensed to CIAL.
- 2) The bidder needs to provide all the hardware and software required as part of this tender.
- 3) All the hardware supplied should support redundant input power and fan.
- 4) The peak utilization of the Guest Wi-Fi and Guest LAN hardware (not limited to CPU, RAM and Disk etc.) delivered under this tender should not exceed 50% for more than 30 minutes. In case the utilization exceeds above specified limit, the additional hardware has to be provided by the successful bidder to optimize the performance, within the indicated levels, at no additional cost to CIAL during the contract period.
- 5) Storage supplied through this tender shall meet the requirements mentioned in the tender document. If not, the successful bidder should provide the required storage without any cost to CIAL during the contract period.
- 6) The architecture and sizing of the infrastructure as proposed by the bidder, should be certified and endorsed by the OEM in writing and proof of this will have to be submitted. The bidder is expected to provide calculations/ logic employed for arriving at the sizing for entire solution as a part of the technical response.
- 7) All hardware components shall be of the latest generation. The hardware should be from approved makes mentioned in section.
- 8) None of the tools/software/utilities/solutions proposed should be Open-Source. Any bid submitted with Open-Source tools/software/utilities/solutions will be rejected.
- 9) All the equipment supplied must be compatible with Indian electrical standards and codes.
- 10) All accessories for the switches, including SFP modules, power cords, and other components, must be supplied by the same Original Equipment Manufacturer (OEM) as the switches to guarantee complete compatibility and support.
- 11) The bidder shall also supply all fiber patch cords required for the termination of the components provided as part of this tender.



General Requirements

1	All proposed switches (Core & Distribution) Wireless Controller and Wireless Access Points should be from the same OEM. It should support a single operating system for all switch models proposed as part of the design. The proposed solution should be managed via a single unified management platform. Transceiver modules should be from a same qualified OEM.
2	Shall support Single Operating System binary image for all switch models proposed as part of the design.
3	If any of the supplied product is declared end of support during the contract period of 7 years it will be replaced with suitable equivalent or higher rollover product.
4	All products being quoted should be available as on date with the OEM and should be publicly referenceable.
5	Core switch and Distribution switch shall be integrated to CIAL's SIEM and NDR solution. NAC, LLB, Access Points, WLC and Guest WiFi solution shall be integrated to CIAL's SIEM solution.

Technical Specifications – Core Switch

Hardware: Core switch should be modular chassis based with minimum 6 slots, redundant switch processor / controller and Power supply. Chassis should have line cards to support following interface configurations (a) At least 48 interfaces in total supporting 1/10/40/100Gbps speeds (b) Chassis should be populated with 4 numbers of 40GBASE-LR4 QSFP (Single Mode) optics, 4 numbers of 10G Base-T Copper SFP+ optics, 4 numbers of 10G Base-LR SFP+ optics, and 2 numbers of 100GBASE-LR4 QSFP (Single Mode) for switch high availability setup (c). All optics should be equally distributed among two/more line cards for line card level redundancy and fail-over. High Availability Features: Should support Non-Stop Forwarding and Stateful Switchover to ensure information between supervisor engines are synchronized to allow the standby supervisor engine to take over in sub second time if the primary supervisor fails. Should support hot swappable power supplies, fan trays, switch processors/controllers and line cards. Components such as switch processors, Line cards, Power-supply and Fan trays should be field replaceable. Should support In Service Software Upgrade/Hit less update to provide an upgrade of the entire chassis or an individual task/process without impacting hardware forwarding. Switch chassis should support minimum 12Tbps(full duplex) overall switching capacity and non-blocking per-slot throughput from day Switch should have at least 32 GB DRAM, 16 GB Flash, 80MB Packet buffer. Minimum capacity: IPv4 Routing: 1 million; IPv6 Routing: 1 million; Multicast Routing: 32K; MAC addresses: 256K; ARP entries: 128K; VLANs ID: 4K;		
Chassis should have line cards to support following interface configurations (a) At least 48 interfaces in total supporting 1/10/40/100Gbps speeds (b) Chassis should be populated with 4 numbers of 40GBASE-LR4 QSFP (Single Mode) optics, 4 numbers of 10G Base-T Copper SFP+ optics, 4 numbers of 10G Base-LR SFP+ optics, and 2 numbers of 100GBASE-LR4 QSFP (Single Mode) for switch high availability setup (c). All optics should be equally distributed among two/more line cards for line card level redundancy and fail-over. High Availability Features: Should support Non-Stop Forwarding and Stateful Switchover to ensure information between supervisor engines are synchronized to allow the standby supervisor engine to take over in sub second time if the primary supervisor fails. Should support hot swappable power supplies, fan trays, switch processors/controllers and line cards. Components such as switch processors, Line cards, Power-supply and Fan trays should be field replaceable. Should support In Service Software Upgrade/Hit less update to provide an upgrade of the entire chassis or an individual task/process without impacting hardware forwarding. Switch chassis should support minimum 12Tbps(full duplex) overall switching capacity and non-blocking per-slot throughput from day Switch should have at least 32 GB DRAM, 16 GB Flash, 80MB Packet buffer. Minimum capacity: IPv4 Routing: 1 million; IPv6 Routing: 1 million; Multicast Routing: 32K; MAC addresses: 256K; ARP entries: 128K;		·
 (b) Chassis should be populated with 4 numbers of 40GBASE-LR4 QSFP (Single Mode) optics, 4 numbers of 10G Base-T Copper SFP+ optics, 4 numbers of 10G Base-LR SFP+ optics, and 2 numbers of 100GBASE-LR4 QSFP (Single Mode) for switch high availability setup (c). All optics should be equally distributed among two/more line cards for line card level redundancy and fail-over. High Availability Features: Should support Non-Stop Forwarding and Stateful Switchover to ensure information between supervisor engines are synchronized to allow the standby supervisor engine to take over in sub second time if the primary supervisor fails. Should support hot swappable power supplies, fan trays, switch processors/controllers and line cards. Components such as switch processors, Line cards, Power-supply and Fan trays should be field replaceable. Should support In Service Software Upgrade/Hit less update to provide an upgrade of the entire chassis or an individual task/process without impacting hardware forwarding. Switch chassis should support minimum 12Tbps(full duplex) overall switching capacity and non-blocking per-slot throughput from day Switch should have at least 32 GB DRAM, 16 GB Flash, 80MB Packet buffer. Minimum capacity: IPv4 Routing: 1 million; IPv6 Routing: 1 million; Multicast Routing: 32K; MAC addresses: 256K; ARP entries: 128K; 		
(b) Chassis should be populated with 4 humbers of 40GBASE-LR4 QSFP (Single Mode) optics, 4 numbers of 10G Base-T Copper SFP+ optics, 4 numbers of 10G Base-LR SFP+ optics, and 2 numbers of 100GBASE-LR4 QSFP (Single Mode) for switch high availability setup (c). All optics should be equally distributed among two/more line cards for line card level redundancy and fail-over. High Availability Features: Should support Non-Stop Forwarding and Stateful Switchover to ensure information between supervisor engines are synchronized to allow the standby supervisor engine to take over in sub second time if the primary supervisor fails. Should support hot swappable power supplies, fan trays, switch processors/controllers and line cards. Components such as switch processors, Line cards, Power-supply and Fan trays should be field replaceable. Should support In Service Software Upgrade/Hit less update to provide an upgrade of the entire chassis or an individual task/process without impacting hardware forwarding. Switch chassis should support minimum 12Tbps(full duplex) overall switching capacity and non-blocking per-slot throughput from day Switch should have at least 32 GB DRAM, 16 GB Flash, 80MB Packet buffer. Minimum capacity: IPv4 Routing: 1 million; IPv6 Routing: 1 million; Multicast Routing: 32K; MAC addresses: 256K; ARP entries: 128K;		(a) At least 48 interfaces in total supporting 1/10/40/100Gbps speeds
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Minimum capacity: IPv4 Routing: 1 million; IPv6 Routing: 1 million; Multicast Routing: 32K; MAC addresses: 256K; ARP entries: 128K;	4	
addresses: 256K; ARP entries: 128K;		
VLANs ID: 4K;		
		VLANs ID: 4K;



5	
6	The device should be IPv6 ready from day one
7	Must support BGP, MPLS, IS-IS, VRF, VXLAN, OSPF Routed Access, Policy-Based Routing (PBR), PIM SM, and Virtual Router Redundancy Protocol (VRRP) from Day 1
8	Should support STP, MSTP, Private VLAN (PVLAN), First Hop Security, Link Aggregation Protocol (LACP) from Day-1
9	Should support Trunking, Q-in-Q, Shaped Round Robin (SRR) scheduling, Committed Information Rate (CIR), and eight egress queues per port from Day-1
10	Should have AES-256 support with MACSEC-256 encryption algorithm on hardware from Day- 1
11	During system boots, the system's software signatures should be checked for integrity. System should be capable to understand that system OS are authentic and unmodified, it should have cryptographically signed images to provide assurance that the firmware & BIOS are authentic from Day-1
12	OS should have support for Management automation via Netconf /Yang or equivalent from Day- 1.
13	Should support Streaming Telemetry, Net flow /Sflow/Jflow, SPAN, RSPAN or equivalent from Day-1
14	Solution should support Network telemetry analytics
15	Solution should support pairing of two switches into one virtual switch. Solution shall simplify operational efficiency with single control and management plane, scaled system bandwidth with distributed forwarding plane, and assist in building resilient networks from Day-1
16	SDN Readiness: All the proposed switches and access points should support Software Defined Networking (SDN) from the same OEM.
17	The solution should be proposed with all the required licenses to work from Day-1. Should support API from day 1.



	Scalability: Chassis should support QSFP28 ports and should scale to more than 90 ports in the
	future without changing the chassis or should support 200 x 50G in the future without changing
18	the chassis. If 50G is not available, then 2 x 25G to be aggregated. Chassis should have enough
	slots to scale for more than 90 QSP28 in the future.
	OEM Services: Same day advance hardware replacement, 24x7x365 remote break-fix assistance
19	and software upgrades. Proof of contract from OEM to be submitted.
	Duration of contract: 5 Year warranty and 2 Year AMC.

Technical Specifications – Distribution Switch

4	Hardware: distribution switch should be modular chassis with minimum 6 slot based with dual switch processor and dual Power supply. Chassis should have
1	 (1) At least 96 interfaces supporting 1/10Gbps speed and 8 x 40/100Gbps speed. (2) Chassis should be populated with 96 numbers of 10GBase-LR (Single Mode) module in which 2 x 10G SMF will be used for High availability and 2 numbers of 40GBASE-LR4 QSFP (Single Mode) for the uplinks.
2	High Availability Features: Should support Non-Stop Forwarding and Stateful Switchover to ensure information between supervisor engines are synchronized to allow the standby supervisor engine to take over in sub second time if the primary supervisor fails. Should support hot swappable power supplies, fan trays, controller and line cards. Components
	such as switch processors, Line cards, Power-supply and Fan trays should be field replaceable.
3	Should support In Service Software Upgrade/Hit less update to provide an upgrade of the entire chassis or an individual task/process without impacting hardware forwarding.
4	Should have 16GB DRAM, 16GB Flash, Minimum 80 MB Packet buffer.
5	 (1) The switch chassis should support up to 6 Tbps (full duplex) overall switching capacity. (2) Switch should have non-blocking per-slot throughput from day 1. (3) The switch should support minimum 2 Bpps of forwarding rate from Day-1
6	Minimum capacity: IPv4 Routing: Upto 256K; IPv6 Routing: Upto 256K; Multicast Routing: 32K; MAC addresses: 128K; VLANs ID: 4K;
7	The device should be 1Pv6 ready from day one
8	Should support advanced Layer 3 protocol like BGPv4, BGPv6, MPLS, VRF, VXLAN, IS-ISv4, OSPFv3, MP-BGP. Should support STP, PVLAN, First Hop Security, Link Aggregation Protocol (LACP). Should support Trunking, Q-in-Q, Shaped Round Robin (SRR) scheduling, Committed Information Rate (CIR), and eight egress queues per port
9	Should have AES-256 support with MACSEC-256 encryption algorithm on hardware from Day-1
10	During system boots, the system's software signatures should be checked for integrity. System should be capable to understand that system OS are authentic and unmodified, it should have cryptographically signed images to provide assurance that the firmware & BIOS are authentic from Day-1



11	OS should have support for Management automation via Netconf /Yang or equivalent from Day-1. Should support Streaming Telemetry, Net flow /Sflow/Jflow, SPAN, RSPAN or equivalent from Day-1
12	Solution should support pairing of two switches into one virtual switch. Solution shall simplify operational efficiency with single control and management plane, scaled system bandwidth with distributed forwarding plane, and assist in building resilient networks. from Day-1
13	SDN Readiness: All the proposed switches and access points should support Software Defined Networking (SDN) from the same OEM.
14	Solution should be proposed with all the required licenses to work from Day-1
15	Scalability: Chassis should support 60 QSFP+ 40G Ports in the future without changing the chassis and should support 20 x 100G ports for future scalability without changing the chassis. Either 40g or 100G will be considered for future scalability so both should be supported
16	OEM Services: Same day advance hardware replacement, 24x7x365 remote break-fix assistance and software upgrades. Proof of contract from OEM to be submitted. Duration of contract: 5 Year warranty and 2 Year AMC.

Technical Specifications – Access Points

1	Access Point shall support tri radio operation with 4x4 MIMO on 5 GHz, 6GHz and 2.4 GHz radio interfaces.
2	Access Point shall be able to support Multigigabit Ethernet, support 1Gbps to 2.5Gbps PHY speed using single Cat5e or above (Cat6, Cat6a, Cat7) cable
3	Access Point shall support MU-MIMO and OFDMA.
4	Access Point should have at least Bluetooth5 radio to support use cases of location, asset tracking and analytics.
5	Access Point should be IOT ready and should have USB port for future requirements.
6	Access Point shall be able to power up using 802.3at power with full radio operation and should support 802.3bt UPoE to provide additional power to USB connected device (for IoT use cases). AP should also support DC input as an option.
7	Access Point shall have dedicated radio/chipset for spectrum monitoring capabilities, WIPS and off channel RRM without compromising/using the client serving radios.
8	Access Point shall support hardware driven beamforming.
9	Minimum Antenna Gains: 2.4GHz: 2.5 dBi, 5GHz: 5 dBi and 6GHz: 4dBi. Must support minimum of 23 dbm of transmit power in all 2.4GHz, 5GHz & 6GHz Radios. Must have -97 dB or better Receiver Sensitivity. All Radios should follow the local regulatory Norms.
10	Must Support aggregate data rate up to 7.5 Gbps.
11	Must support AP enforced load-balance between 2.4GHz and 5GHz band.



Access point should support software-defined access radio configuration: 2.4GHz + 5GHz + 6GHz or 12 2.4GHz + Low 5GHz + High 5GHz (i.e. Reconfiguration Capability: The AP should support reconfiguration between lower and upper 5 GHz bands until the 6 GHz band usage is permitted in 13 Must incorporate radio resource management for power, channel and performance optimization 14 Must support Proactive Key Caching and/or other methods for Fast Secure Roaming. Must support Management Frame Protection. Should support locally significant certificates on the APs using a Public Key Infrastructure (PKI). Access Points must support Hardware-based encrypted user data and management traffic between 15 controller and Access point for better security. 16 Must be plenum-rated (UL2043). 17 Access Point must continue serving clients when the link to controller is down. It should also have option to authenticate user through Radius server directly from Access Point during link unavailability to controller. Must support telnet and/or SSH login to APs directly for troubleshooting flexibility. 18 19 The access points shall offer both wall and ceiling mounting options. The mounting bracket must be from the same OEM as the access point. Must support QoS, Video Call Admission Control capabilities and 802.11e and WMM 20 21 Access point should be Wi-Fi alliance certified for Wi-Fi 6 (R2), Wi-Fi 6E, WPA3-R3, WPA3-Suite B and Bluetooth SIG for Bluetooth low energy. 22 Complete Wireless Solution should be on-prem with controller redundancy in High availability. 23 Solution to support advanced assurance, advanced analytics, asset tracking and location based engagement from day 1. The access switches at CIAL are Cisco Catalyst 2960 Series POE switches. The supplied access points 24 shall be powered directly through the POE functionality of these switches, provided it is within the total power budget of the switch. However, if the access points cannot be powered by the existing switches, a POE injector from the same OEM must be supplied by the bidder. Solution should support AI for radio capabilities and AI based analytics for predictive troubleshooting. Solution should support application level performance visibility to understand the user experience 26 OEM Services: Next business day advance hardware replacement, 24x7x365 remote break-fix assistance and software upgrades. Proof of contract from OEM to be submitted. Duration of contract: 5 Year warranty and 2 Year AMC.

Technical Specifications – Wireless Controller

1	The on-premise wireless controller (Hardware/Virtual) shall be capable to support 250 AP and 5,000 clients from day 1. It shall be scalable to accommodate up to 3,000 AP's and 30,000 Clients. Controller redundancy should be proposed.
2	Wireless controller shall support link aggregation and load sharing between Access Point to WLC links.



3	The controller shall be proposed with complete feature set including licensed feature from day 1.
4	High Availability mode shall allow geographically dispersed installation between Controllers.
5	Access Point shall be able to proactively distributes Client connection before and after association and tracking client condition in real time using data packet RSSI.
6	The controller shall support Inter-Controller Wireless Roaming across different terminals.
7	The controller shall be able to support multiple RF Management profile per group of APs, including Transmit Power Control and Dynamic Channel Assignment on both 2.4GHz, 5Ghz. For the 6GHz in the future.
8	The controller shall support per-user and per-WLAN based application recognition and control that throttle usage by rate-limiting
9	The controller shall provide policy-based mDNS gateway including chrome cast gateway.
10	The controller shall provide Device Profiling using multiple profiling methods to reduce false detection
11	The controller shall provide rule-based rogue classification and automatically run rogue mitigation action
12	The controller shall be able to detect user device connection to Rogue Access Point and contain it automatically. It should also support protection from Honeypot or Evil twin.
13	The controller's image upgrade shall be done through secure, encrypted transport
14	The controller shall be able to provide unique pre-shared keys to the devices that do not support the 802.1x security protocol
15	The controller shall support mapping of specific VLANs to single SSID, depending on Access Point location and user
16	The controller shall support packet fragmentation between Access Point and controller communication
17	The solution shall support AAA Integration and API Integration for Airport guest access and other various use cases
18	Complete Wireless Solution should be on-prem with controller redundancy or should have appliance installed in the DC for the WLAN management in HA. The controller shall be compatible with the Access Point proposed by the bidder.
19	OEM Services: Same day advance hardware replacement, 24x7x365 remote break-fix assistance and software upgrades. Proof of contract from OEM to be submitted. Duration of contract: 5 Year warranty and 2 Year AMC.

Technical Specifications – Management Platform

	The proposed management platform will be hosted on-premise and will have the capability to
1	manage both Wired and Wireless Networks at CIAL.
	Solution should have command and control center in the form of single pane of glass to discover,
	configuration provision, monitor, manage, analyze and troubleshoot the network.



2	Solution should support scale of 5,000 (Switches, Access points and wireless Controllers) devices and support all of them in the same platform
3	Solution should have self learning capabilities like discovering the devices, getting onboarded using Plug and play and creating a topology automatically. Network discovery using LLDP, SNMP, IPDT, ARP Entries for host discovery.
4	Solution should support templates for devices configurations and workflows for AP Configuration, replace older AP with newer AP models, Applications hosting etc.
5	Solution should have capabilities to integrate with SNMP, SYSLOG, DHCP, DNS, sflow / NetFlow Servers etc. etc. to capture the network data.
6	Solution should provide complete inventory of network devices along with firmware details, also should support upgrade and downgrade of the firmware
7	Solution should provide Compliance against Configuration, Firmware, Network profile and Security Vulnerability
8	Solution should have RMA workflow defined to replace the faulty devices with similar device and push right firmware, configuration and licenses to provide LAN automation. RMA Process should be automated, and it should automatically replace the device in NAC, Cert Server and NMS database
9	Solution should provide Application visibility using Deep Packet Inspection and should provide visibility for known and custom applications along with SAAS based cloud applications.
10	Solution should support integration with Ticketing system (ITSM) to open and close the tickets automatically
11	Solution should have capabilities to integrate with 3rd parties using North bound REST APIs
12	Solution provides POE dashboard for Endpoint devices that are pulling too much power, as well as switches that are approaching overload, are flagged. Granular visibility shows the available power on any switch for quick installation of IoT endpoint devices
13	Solution should provide Weekly and daily report to executives giving a summary of how their network is performing with insights into network devices, clients, and applications.
14	Solution should provide following reports - Device CPU, Memory utilization, Interface Utilization, AP, AP Radios, Rogue AP/WIPS - Threat details, Client performance, Executive summary of Client, Network and Applications performance, Network discovery inventory, Compliance, EOL and Licenses.
15	Solution should have capabilities to alert/alarm the IT team when the issues detected over the network e.g. reachability issues, device health, link utilization and network issues etc. etc. and it should be categorized against criticality and shown under category like P1, P2, P3 on the dashboard
16	Solution should have advance capabilities like AI and ML to identify deviations and throughput drop relate issues across the network.
17	Solution should have automation to provide root cause analysis against poorly connected devices, applications, clients or communication issues for the problem and recommendations to fix problem over the network (wired and wireless) in couple of minutes using AI/ML and existing knowledge base.
18	Solution should have capabilities to monitor the health of network devices, wired and wireless clients connected to the devices and application accessed over the network with latency, loss information



19	Solution should detect rogue AP/devices over the WLAN and display the place of the rogue device on the floor map.
20	Solution should provide visualization with location intelligence on map about rouge devices, honeypot, devices sending authentication flood, association flood, interference, etc with AP and site details on dashboard
21	Solution should provide Network services analytics for Wired and Wireless LAN - Any end point-based Client take service from DHCP, DNS and AAA, if these services servers are impacted then the client performance will get dropped hence to improve the visibility. Solution should check the health of the critical services by measuring latency, transaction count etc.
22	Solution should have Intelligent packet capture capability which allows admin to access the data from APs that is not available from the wireless controllers. Network admin can ask user to connect on wireless and admin can lively capture the packets partially / fully or can be scheduled.
23	Solution should provide dashboard to view the dynamic baselines created by AI/ML for key onboarding KPI's like onboarding time, DHCP Time, Authentication Time and Association failures of clients
24	Trust analytics - Malicious/rogue device detection on the basis of communication pattern over the network
25	Solution should provide the aggregated coverage, onboarding, roaming, and connection speed KPI statistics for sites that fall below the performance thresholds under site analytics.
26	OEM Services: Next business day advance hardware replacement, 24x7x365 remote break-fix assistance and software upgrades. Proof of contract from OEM to be submitted. Duration of contract: 5 Year warranty and 2 Year AMC.

Technical Specifications – Network Access Control (NAC)

1	CIAL plans to implement an on-premise NAC solution for both wired and wireless users. CIAL is currently using Cisco Identity Services Engine (ISE) as a NAC solution for wireless users. Currently there is no high availability deployed for the NAC. Bidder shall supply add-on licenses as per below requirement or supply new NAC solution replacing the ISE. In any case, bidder should deploy high availability for NAC.
2	The solution should support 750 User based endpoints and 600 headless IP connected devices (camera, access control etc.) from day 1.
	Same solution should be scalable enough to support 2,500 Network devices in total.
3	CIAL has end hosts configured with Static IP. The proposed solution should be compatible for this environment. The NAC solution should be capable of being bypassed in the event of a failure.
4	The Solution should provide a highly powerful and flexible attribute-based access control solution that combines authentication, authorization, and accounting (AAA); posture; profiling; and guest management services on a single platform. It should allow CIAL to authenticate and authorize users and endpoints via wired, wireless, and VPN with consistent policy. Utilizes standard based RADIUS protocol for authentication, authorization, and accounting (AAA).
5	Manages endpoint access to the network with the Endpoint Protection Service, which enables administrators to specify an endpoint and select an action - for example, move to a new VLAN, return to the original VLAN, or isolate the endpoint from the network entirely - all in a simple interface.



6	Solution should have finer granularity while identifying devices on CIAL network with Active Endpoint Scanning. Should have predefined device templates for a wide range of endpoints, such as
	Desktops, laptops, Printers, IP cameras, smartphones, tablets and IP phones.
7	Augments network-based profiling by targeting specific endpoints (based on policy) for specific attribute device scans, resulting in higher accuracy and comprehensive visibility of the network.
8	It should allow administrators to create their own device templates. These templates can be used to automatically detect, classify, and associate administrative-defined identities when endpoints connect to the network. Administrators can also associate endpoint-specific authorization policies based on device type.
9	Solution must allow administrator to add exception for certain device properties in the device templates/ device profiles available in the solution to filter unintentionally picked parameters of endpoints.
10	Delivers customizable self-service portals as well as the ability to host custom web pages to ease device and guest on-boarding, automate endpoint secure access and service provisioning, and enhance the overall end-user experience inside business-defined workflows
11	Provides complete guest lifecycle management by empowering sponsors to on-board guests.
12	The solution should support: guest users onboarding through social media login to simplify the registration process. sponsor approval for guest users connecting into the network and the approval request should have control from multiple sponsors to avoid single point of failure. complete guest lifecycle where Sponsor should be able to Extend, Suspend and reinstate guest accounts with reasons.
13	Offers comprehensive visibility of the network by automatically discovering, classifying, and controlling endpoints connected to the network to enable the appropriate services per endpoint. Enforces security policies by blocking, isolating, and repairing noncompliant machines in a quarantine area without requiring administrator attention.
14	The NAC solution should be able to integrate with NDR and SIEM solution. NAC shall be integrated with SMS gateway for authentication of guest users.
15	Offers a built-in monitoring, reporting, and troubleshooting console to assist helpdesk operators and administrators streamline operations
16	The NAC solution should be able to block unauthenticated/rogue machines without giving any access to the network. The NAC solution should be able to control the user even before IP address is assigned. It should act as a pre-admission solution.
17	The solution should provide full TACACS+ capability including enable password, configuration present/Command Authorization for different network device types.
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18	Offers a rules-based, attribute-driven policy model for creating flexible and business-relevant access control policies. Provides the ability to create fine-grained policies by pulling attributes from predefined dictionaries that include information about user and endpoint identity, posture validation, authentication protocols, profiling identity, or other external attribute sources. Attributes can also be created dynamically and saved for later use
19	Supports a wide range of authentication protocols, including PAP, MS-CHAP, Extensible Authentication Protocol (EAP)-MD5, Protected EAP (PEAP), EAP-Flexible Authentication via Secure Tunneling (FAST), and EAP-Transport Layer Security (TLS).
20	Provides a wide range of access control mechanisms, including downloadable access control lists (dACLs), VLAN assignments, URL redirect, and Security Group Access (SGA) tagging. Duration of contract: 5 Year warranty and 2 Year AMC.

Technical Specifications - Link Load Balancer

Requirements:

The link load balancer should be able to load balance and ensure continuous availability for the web applications hosted inside CIAL network. The configuration of the same, to work with the CIAL's perimeter firewall.

Duration of contract: 5 Year warranty and 2 Year AMC.

Hardware

- 1. Should be appliance based solution with purpose built hardware.
- 2. Should be rack mountable and mounting kit has to be supplied
- 3. The appliance should have a minimum of 2 x 10GbE SFP+ & 8 x 1GbE RJ45
- 4. The appliance should have 6 Gbps of system throughput.
- 5. Appliance should provide full IPv6 support.
- 6. Should have a minimum of 16 GB RAM.
- 7. Appliance should have integrated redundant hot swappable power supply and fan unit.

Load balancing Features

- 1. Should handle multiple internet links in Active-Active load balancing and active-standby failover mode.
- 2. Should have Static NAT and Port based NAT
- 3. Should have IPV6 with IPv6 to IP4 and IPv4 to IPv6 translation.
- 4. Domain name support for outbound link selection for FQDN based load balancing.
- 5. Should support eroute functionality. i.e. provide a method to direct outbound traffic to a preferred route based on the IP (source and destination), port (source and destination), protocol type, and gateway.
- 6. In case of link failure, the device should detect it in less than 30 seconds and divert the traffic to other available links.
- 7. Shall provide individual link health check based on physical port, ICMP Protocols, user defined ports and destination path health checks.
- 8. Should have persistency features including RTS (return to sender) and IP flow persistence.



High Availability and Cluster

- 1. Should provide comprehensive and reliable support for high availability and N+1 clustering based on Active-active & active standby unit redundancy mode.
- 2. Stateful session failover with N+1 clustering support when deployed in HA mode
- 3. Should have floating MAC address to avoid MAC table updates on the upstream routers/switches and to speed up the failover
- 4. Should support for secondary communication link for backup purpose
- 5. Should have floating IP address and group for stateful failover support
- 6. should have built in failover decision/health check conditions including, CPU overheated, system memory, process health check, unit failover and reboot
- 7. Configuration synchronization at boot time and during run time to keep consistence. configuration on both units.

Security and Application Performance

- 1. Should provide performance optimization using TCP connection multiplexing, TCP buffering and IEEE 802.3ad link aggregation.
- 2. Should support QOS for traffic prioritization.

Centralized Management

- 1. The appliance should have SSH CLI, Direct Console, SNMPv3.
- 2. The appliance should provide detailed logs and graphs for real time and time based statistics.

Technical Specifications – Guest Wi-Fi & Guest Wired LAN

Guest Wi-Fi

The software solution is designed to provide seamless guest Wi-Fi access for passengers at CIAL. The solution shall be hosted on premise in High Availability mode. CIAL currently has 135 access points (APs) across the terminal and office areas. The plan is to replace these APs with new ones in the same locations, allowing the bidder to utilize the existing passive components. Additionally, 65 new APs will be installed at new locations, and the bidder will be responsible for the associated cabling and terminations.

The Guest Wi-Fi system shall allow for variable bandwidth allocation (e.g., 10 Mbps, 20 Mbps, 30 Mbps, etc.) per user device in different areas of the terminal. This allocation will be configurable by an authorized system administrator and will be based on the MAC ID of the user devices.

The bidder will be responsible for operating the Guest Wi-Fi service throughout the 7-year contract period. This includes providing the user authentication system and an SMS/WhatsApp gateway to send passwords to users. The bidder must supply, install, and manage the required equipment and services. The cost for these services should be included in the commercial bid. The SMS service provided must be transactional, capable of delivering messages to all mobile connections (domestic and international), including those with DND (Do Not Disturb) activated, on a 24/7 basis.

The system must be capable of sending SMS to both domestic and international mobile numbers. It should maintain 99.9% availability, with no more than one user authentication failure per day. Suitable penalty will be charged for the non-availability of the services as per the tender condition.

The contents of captive portal page and pass-code SMS/WhatsApp shall be decided by CIAL. The periodic updation of page design, contents etc. shall be done by the contractor as per the requirements of CIAL without any additional cost



to CIAL.

The CIAL LAN shall be utilized for providing Wi-Fi Facility. A separate VLAN will be created for the same. CIAL reserves the right to carry out third-party security audits of the system including Vulnerability and Penetration Testing (VAPT) during the Contract Period. Also, the system may be subject to periodic regulatory audits. In case of any issues found in these audits, the contractor has to carry out the necessary changes to the system and/or software; without any additional cost to CIAL.

The necessary license for operating the system, software/ hardware updates etc required for operating the system for the entire contract period shall be included in the contract. No additional expenditure shall be incurred to CIAL regarding this.

The system is designed to ensure that the onboarding process for a guest to the WiFi is completed within 10 seconds. There should be no performance issues, such as slowness in loading captive portal, failure to release IP addresses, or any other performance-related problems with the guest WiFi system.

The server required for this purpose will be a dedicated physical server. The storage system will be designed to retain records of all internet access sessions for each user for a duration of one year. These records will be searchable based on various criteria such as Date & Time, User ID, IP address, MAC address, Mobile Number, etc.

The software and hardware will be designed to support up to 2,000 simultaneous guest Wi-Fi users. The system will also accommodate multiple ISP terminations with load balancing functionality.

All necessary hardware and software to meet the specified requirements will be supplied, implemented, integrated, and maintained by the contractor. The contractor will be responsible for the costs associated with integrating the SMS and WhatsApp Gateway, including any recurring charges for SMS or WhatsApp API calls. Currently, the average daily SMS usage is approximately 3,500 to 4,000 domestic messages and 50 to 75 international messages. WhatsApp integration has not yet been established.

The bidder is required to provide a quote for recurring charges, including SMS, WhatsApp charges, support costs, and any other components related to Guest Wi-Fi and Guest Wired LAN, for the 7-year contract period.

The solution shall be integrated to CIAL's SIEM solution.

Authentication

The Wi-Fi service will be available to passengers through a variety of authentication methods.

SMS Authentication

Captive Portal will be loaded automatically on selecting the Wi-Fi SSID. Users need to select SMS Authentication. The user input their phone number on the Wi-Fi Captive Portal. The user receives a unique OTP via text message. The user enters the OTP into the appropriate field.

The Wi-Fi network verifies the OTP and grants or denies access.

WhatsApp Authentication

Captive Portal will be loaded automatically on selecting the Wi-Fi SSID. Users need to select WhatsApp Authentication.

Temporary WhatsApp access (no other internet access) to be provided to users (say 3 mins) and push pop-up message to complete the KYC process.



The user is prompted to enter their WhatsApp phone number. The user receives a unique OTP via WhatsApp message. The user enters the OTP into the appropriate field.

The Wi-Fi network verifies the OTP and grants or denies access.

Voucher based Authentication

The system will enable the generation of vouchers, which consist of a combination of letters and digits. Admin can customize the length and format of the vouchers. Vouchers can be generated either individually or in bulk. Captive Portal will be loaded automatically on selecting the Wi-Fi SSID. The user needs to enter the voucher code in a captive portal to authenticate. Admin can configure to limit time and bandwidth of Wi-Fi voucher. Also requires the option to create vouchers with expiry date.

Kiosk based Authentication

Users will need to scan their passport using the attached passport reader at the kiosk. Once the scan is successful, the kiosk will display a QR code on the screen. Scanning this QR code with a mobile phone will automatically connect the user to the Wi-Fi. The usage shall be tracked and linked to the passport number received. The bidder is responsible for supplying all required software, hardware, including the operating system and passport readers. A total of four (4) Wi-Fi kiosks will be supplied as part of this contract. In the future, CIAL may purchase additional kiosks, and the contractor must install the necessary software to ensure their functionality.

CIAL Mobile App based Authentication

Signed in users of CIAL Mobile App can be able to connect Wi-Fi without separate authentication.

Device Authentication

MAC based auto login

Captive Portal capabilities

Create Customizable Login Pages:

• Administrators can design fully customizable login pages with personalized branding, such as logos, colours, and custom HTML/CSS elements.

Device-Based Login Pages – Mobile (Android & iOS) /Laptop (Windows, Linux, MAC):

 The captive portal dynamically adjusts the login page layout based on the device type, providing an optimized and user-friendly experience for mobile devices (Android & iOS) and laptops/desktops (Windows, Linux, macOS).

Create Page for SMS/WhatsApp OTP-Based Login:

• The captive portal can integrate SMS or WhatsApp OTP (One-Time Password) authentication for a secure, seamless login process, where users receive an OTP to verify their identity.

Promotions and Branding Options:

• The portal can display promotional content, advertisements, or special offers on the login page or after authentication, while also providing customization options for branding elements such as logos, fonts, and colours to enhance marketing efforts.

General Functionalities: System Management



1. IP Pool Management

 System shall support administrators to define and allocate ranges of IP addresses for dynamic assignment to devices on the network, ensuring efficient use of available IPs and preventing conflicts.

2. DHCP and DNS

 The system shall support DHCP (Dynamic Host Configuration Protocol) for automatically assigning IP addresses to devices and DNS (Domain Name System) for resolving domain names to IP addresses, ensuring smooth network connectivity.

3. Console & Secured Access (SSH)

 The system shall allow Console access and secure SSH (Secure Shell) connections provide administrators with encrypted remote access to configure, monitor, and manage the system securely from any location.

4. Diagnostic Tools

• Diagnostic tools help administrators troubleshoot network issues by providing real-time insights into device statuses, traffic patterns, and performance metrics, enabling quick issue resolution.

5. Basic Firewall System

 The system shall include basic firewall features to control incoming and outgoing network traffic based on predefined security rules, enhancing the network's protection against unauthorized access.

6. Syslog Configurations

• System shall support Syslog configurations to send logs of network events and system messages to a remote server, helping with centralized monitoring, auditing, and troubleshooting.

7. Data Backup and Restore

• System shall support Data backup and restore functionalities

8. MAC Whitelist/Blacklist

System shall support MAC whitelist/blacklist feature lets administrators control network access
by specifying which devices can connect (whitelist) or are blocked (blacklist) based on their
unique MAC addresses.

9. Bandwidth Management

 The system shall support tools that allow administrators to monitor and control the amount of bandwidth used by each device or user on the network, ensuring fair distribution and preventing congestion.

10. Committed and Burstable Bandwidth

 System shall support both committed bandwidth (guaranteed minimum speed) and burstable bandwidth (additional speed during peak demand), providing flexibility to meet varying traffic needs.

11. Individual and Shared Bandwidth Quota

System shall support Individual and shared bandwidth quotas allow administrators to set limits
on data usage for both single users and groups of users, preventing excessive usage and
promoting fair network usage.

12. Bandwidth Scheduling & Fair Usage Policy

 System shall support administrators to allocate bandwidth at specific times of day, while a fair usage policy ensures that no single user consumes more than their fair share of network



resources, especially during peak hours.

13. Restrict Users Based on Data and Bandwidth

 System shall support administrators to restrict or limit user access based on their data consumption or bandwidth usage, helping to ensure fair use of resources and prevent overuse by individual users.

Load Balancing Functionalities

1. Supports Multiple ISP WAN Links

 The system shall support multiple ISP WAN links, allowing for redundancy and failover between different internet connections

2. Weight-Based Round Robin Traffic Balancing

The system shall support Weight-based round robin traffic balancing distributes network traffic
across multiple WAN links based on assigned weights, enabling administrators to prioritize
traffic flow to higher-capacity links and achieve optimal bandwidth utilization.

3. Immediate Failure Detection

• The system shall support monitoring of the health of active WAN links.

Administration Functionalities

1. Role-Based Multiple Level Administration (ACL) for Admin GUI & Console

The system shall support Role-based access control (ACL) allows the assignment of different
administrative roles with varying levels of permissions to both the admin GUI and console,
ensuring that users have appropriate access rights based on their responsibilities.

2. Change Password Options

 The system shall support secure password management options, enabling administrators and users to change passwords regularly to maintain security and comply with organizational policies.

3. Multi-functionality Dashboard Facility

• The system shall support multi-functionality dashboard offers a comprehensive, customizable interface that provides real-time insights into system performance, user activity, traffic statistics, and other critical metrics, all in one place for efficient network management.

Report Functionalities

1. Audit Reports

The system shall support Audit reports track and log user activities, system changes, and access
events, providing a detailed history for security analysis, compliance monitoring, and
troubleshooting.

2. Reports in CSV and PDF Format

• The system shall support eexport of reports in CSV and PDF formats,

3. Usage Report

 The system shall support Usage reports provide detailed information on network consumption, including data usage by individual users or devices, helping administrators monitor bandwidth usage and enforce usage policies.

4. Diagnostic and System Health Check Tools



• The system shall support ddiagnostic and system health check tools provide real-time data on the status of the system and network components, enabling administrators to proactively identify issues, assess performance, and ensure optimal operation.

5. MIS & BI Reports

The system shall support mmanagement Information System (MIS) and Business Intelligence
(BI) reports aggregate data for in-depth analysis, offering actionable insights into network
performance, user behavior, and overall system trends to support strategic decision-making.

Security Functionalities:

1. Block Domains and Ports

- Web content filtering allows administrators to block access to specific domains or ports, preventing users from reaching unauthorized or potentially harmful websites or services.
- 2. Block Based on Web Categories, Keyword, and Application
 - The system can filter and block web content based on predefined categories (e.g., social media, gaming), specific keywords, or applications, helping to enforce organizational policies and maintain productivity.
- 3. Protocols Supported: HTTP, HTTPS
 - The filtering solution supports both HTTP and HTTPS protocols, ensuring that secure (SSL/TLS-encrypted) websites are also subject to content filtering and blocking based on configured rules.
- 4. Block Malware, Adult Sites
 - The system can block access to malicious websites and adult content, enhancing security and ensuring that users are protected from harmful or inappropriate online material.

Log Management

Need to record all internet access sessions of each user for a period of 1 year which can later be searched out based on the Date & Time /User ID/ IP/Mac / Mobile No etc. All the necessary user logs shall be maintained in compliance with Indian government regulations during the contract period of 7 years. If changes in government regulations, legal, or statutory requirements on log management, the contractor shall implement same at no extra cost within the contract period.

The contractor will also ensure compliance with relevant regulations, such as GDPR and DPDPA 2023, along with data backups, user access controls, data encryption, and the safe handling of data.

Guest Wired LAN

All features, except for SMS and WhatsApp authentication (Voucher, Kiosk etc) mentioned in section 7.8.1, shall also apply to Wired LAN.

Technical Specifications – Server

Below specifications are minimum requirement. In case if bidder needs higher capacity / features to run the proposed WLAN Controller, network management platform and NAC, the same should be factored in addition to the below specification.



	Minimum two servers to deployed for HA as per following minimum specifications:
	DC: Two Latest Intel Xeon Scalable processors each having min 32 Cores 2.5 GHz clock speed,
	60MB Cache. Should support 32 DDR5 DIMM slots RDIMMS& LR DIMMS supporting speeds
2	up to min 5600MT/s and scalable up to 4TB of Memory. Server should be configured with
	512GB 5600Mhz memory.
	DR: One Latest Intel Xeon Scalable processor having min 32 Cores 2.5 GHz clock speed, 60MB
	Cache. Should support 32 DDR5 DIMM slots RDIMMS& LR DIMMS supporting speeds up to
	min 5600MT/s and scalable up to 4TB of Memory. Server should be configured with 256GB
	5600Mhz
	memory.
	Should have platinum rated redundant Power Supply. Should support up to 10 SFF SAS/SATA
3	hard drives (HDDs) or SAS/SATA/NVMe solid state drives (SSDs). Should have 12Gbps SAS
	RAID controller with 4GB Cache supporting RAID 0,1, 5, 6,10, 50, 60 supporting capacity
	drives configured in system. System should be configured with 4x 1.9TB SSD Drive in RAID 5.
	Each Server
	should be configured with 2x 240GB using latest M.2 SSD Drives.
	Should have at least 3x PCIe Slots, Minimum 4x 1GBas-T network interfaces and 4x 10Gbps
4	fiber Ports using Intel x710 adapter. Populated with 4x 10G SFP modules.
5	Certified to use Microsoft Windows Server, Hyper-V, VMWare, Red Hat Enterprise Linux
	(RHEL), SUSE Linux Enterprise Server (SLES), Oracle.
6	Integrated diagnostics and Power monitoring and reporting, Dynamic Power capping.
	System should support multiple management interface like Web UI, CLI and XML API.
7	Management solutions should be able to manage different form factor hardware and provide
	a single console.
	Real-time out-of-band hardware performance monitoring & alerting. Remote Power On, Off
	and reset from Web UI, XML API and KVM.
8	Zero-touch repository manager and self-updating firmware system, Automated hardware
	configuration and Operating System deployment to multiple servers
	Virtual IO management / stateless computing. The server should support industry standard
9	management protocols like IPMI v2 and SNMP v3 and Redfish v1.01. Console record and play,
	Virtual Media, LDAP & HTML5 remote control.
1	The management software should participate in server provisioning, device discovery,
0	inventory, diagnostics, monitoring, fault detection, auditing, and statistics collection.
1	Server management system should provide an alert in case the system is not part of OEM
1	Hardware Compatibility list & should provide anti-counterfeit.
1	The proposed management solution should provide proactive security & software advisory
2	alerts and should outline the fixes required to address the issues.
1	The proposed management solution should analyze current configurations & identify
3	potential issues due to driver & firmware incompatibility



1	The Hardware should be IPV 6 Compliant ready
4	
	OEM Services: Same day advance hardware replacement, 24x7x365 remote break-fix
1	assistance and software upgrades. Proof of contract from OEM to be submitted.
5	Duration of contract: 5 Year warranty and 2 Year AMC.
1	The necessary hypervisor license shall be provided for the entire contract period. Duration
6	of contract: 5 Year warranty and 2 Year AMC.

Minimum Sever Sizing

Below specifications are minimum requirement. In case if bidder needs higher capacity / features to run the proposed WLAN Controller, Network Management platform and NAC, the same should be factored in addition to the below specification.

Instance	vCPU	DRAM(GB)	HDD(GB)	NIC	Hypervisors
Wireless Controller	8	16	16	4 x 10Gbps	ESXi, KVM, Hyper-V,
NAC	16	32	1200	2 x 1Gbps	ESXi, KVM, Hyper-V,
Management Platform	32	256	3000	2 x 1Gbps	ESXi, KVM, Hyper-V,
Total	56	304	4216		

Approved Makes:

SI No	Item	Approved Make
1	Core Switch	Cisco, Juniper, Arista
2	Distribution Switch	Cisco, Juniper, Arista
3	Access Point	Cisco, Juniper, Arista
4	Wireless Controller	Cisco, Juniper, Arista
4	Servers	Dell, HP, Cisco
5	Link Load Balancer	F5, Radware, Array
6	Data cablings & Terminations	Molex, Amp, Systimax, Krone, Legrand, Actassi

PM-WANI as a Service

The Bidder is required to implement the PM-WANI Wi-Fi solution as a service using a PDOA (Public Data Office Aggregator) that is registered with the DoT (Department of Telecommunications) Central Registry. The goal is to provide seamless internet access for passengers and visitors. During the installation phase, the bidder shall strategically place access points.

The PDOA chosen by the bidder must have successfully implemented public Wi-Fi solutions at least at two locations in India. The bidder is required to provide details of the selected PDOA for this tender, along



with evidence of their previous PM WANI implementation references. The bidder has to cover the entire passenger movement area of the terminal without any blind spot.

The bidder has to deploy a minimum of 25 numbers of Access Points. The bidder will bear all costs associated with the implementation, operation, and maintenance of the PM-WANI system. The bidder will also be responsible for providing the Internet connection for the Wi-Fi service. CIAL will provide only the rack space for installation. The bidder will be responsible for operating the PM-WANI Wi-Fi service throughout the 7-year contract period. After the contract period, the bidder has to remove the hardware installed exclusively for the PM-WANI implementation.

All materials supplied for the execution of work/services shall be of the latest technology to ensure optimal coverage throughout the premises. The technical specifications must align with the guidelines outlined in the PM-WANI framework, as per the official DoT portal (https://dot.gov.in/data-services/2826?ln=en).

In the event of any changes in the PM-WANI guidelines or specifications during the contract period, the bidder is obligated to implement the updates in the PM-WANI infrastructure at CIAL without any additional cost to CIAL. The Wi-Fi network and its login page must be secure, protecting users from potential threats such as data theft, identity theft, malware, and viruses. The bidder must implement robust security measures to ensure the safety of all users.

The bidder must obtain all necessary approvals, permits, and licenses from relevant authorities, including government departments, local civic authorities, DoT, TRAI, and any other statutory or regulatory bodies, at their own cost. All access points installed throughout the airport premises must be vibration-proof to ensure long- term operational stability. The management of user KYC data should comply with the governing laws of the land. The bidder must ensure that user data is maintained in accordance with DoT guidelines issued from time to time.

The bidder must submit all relevant documentation, including licenses, operating manuals, and technical specifications, to CIAL for review and record-keeping. The bidder shall be responsible for the installation of all supplied hardware, network/power cabling and terminations. The cost associated with PM-WANI service may be quoted in yearly AMC charges.

CIAL may avail PM Wani service for more number of Access Points in future. The bidder has to quote additional per Access Point cost for PM Wani as service as rate only item. This rate will remain valid for the entire duration of the contract.

Signature of Bidder	
Name:	
Designation	Seal of BA Organization
Place:	
Date	



33.8ANNEXURE 8

PRICE BID

To be uploaded as pdf (On Organization Letter Head)

EOI NO. RCIL/SR/ERS/2024-25/EOI/11 DTD. 29-01-2025

To,

The Joint General Manager (ERS)

RailTel Corporation India Limited,

Kerala Territory Office,

1st Floor, Eastern Entry Tower

Ernakulam South Railway Station

Ernakulam - 682016

TENDER NO: CIAL/COMMN/SNW/54 dtd 06.01.2025

The RFP published by CIAL for the work vide CIAL/COMMN/SNW/54 dtd 06.01.2025 as circulated March please be referred for any clarifications. The submission of EMD, PBG, SD and Agreement with RCIL Non-Judicial paper by the selected Bidder will be sacrosanct selected Bidder.

Sl. No.	Item Description	Quanti ty	Uni ts	BASIC RATE In Figur es (To be enter ed by the Bidde r in Rs.	GST Amount per unit (If applica ble in Figures) (To be entered by the Bidder in	Total GST Amou nt in Rs. P)	TOTAL AMOU NT excludi ng taxes in Rs. P	TOTAL AMOU NT includi ng taxes in Rs. P	TOTAL AMOU NT In Words
1	2	4	5	P) 13	Rs. P)	15	52	53	55
1	Supply		3			10			33
1.1	Supply of Core Switch with all accessories and licenses meeting technical specification with 5 year OEM warranty.	2.00	Nos						



1 1			1		I	l	ı	1 1
1.2	Supply of Distribution							
	Switch with all accessories							
	and licenses meeting							
	technical specification							
	with 5 years OEM							
	warranty	4.00	Nos					
	Supply of Wireless							
	Controller with all							
	accessories and licenses							
1.3	meeting technical							
1.5	specification with 5 year							
	OEM warranty including							
	additional hardware and							
	software if any	2.00	Nos					
	Supply of Access Points							
	with all accessories and							
1.4	licenses meeting technical							
	specification with 5 year							
	OEM warranty.	200.00	Nos					
	Supply of Wired and							
	Wireless Management							
4 -	Platform meeting technical							
1.5	specification with 5 year							
	OEM warranty including							
	additional hardware and	1.00	NT					
	software if any	1.00	Nos					
	Supply of Network Access							
	Control Solution meeting							
1.0	technical specification							
1.6	with 5 year OEM warranty							
	including additional hardware and software if							
		2.00	Nos					
	any Supply of Link Load	۷.00	1102					
	Balancer with all							
1.7	accessories meeting							
1./	technical specification							
	with 5 year OEM warranty	2.00	Nos					
	Supply of Guest Wi-Fi and	2.00	1100					
	Guest Wired LAN Solution							
1.8	with all required hardware							
1.0	& Software meeting							
	technical specification	1.00	Ls					
2	-							
2	Installation							
2.1	Installation of Core Switch	1.00	Ls					
2.2	Installation of Distribution							
2.2	Switch	1.00	Ls					
2.3	Installation of Wireless							
2.0	Controller	1.00	Ls					



2.4	Installation of Access Points with all necessary cabling and terminations	1.00	Ls			
2.5	Installation of Wired and Wireless Management Platform	1.00	Ls			
2.6	Installation of Network Access Control Solution	1.00	Ls			
2.7	Installation of Link load Balancer	1.00	Ls			
2.8	Installation of Guest Wi-Fi and Guest Wired LAN Solution	1.00	Ls			
3	Training					
3.1	Onsite Training for Core Switch, Distribution Switch ,Wireless Controller, Access Point, Wired and Wireless Management Platform,Link Load Balancer and Guest Wi-Fi and Guest Wired LAN Solution	1.00	Ls			
3.2	Onsite hands-on training for Network Access Control Solution	1.00	Ls			
4	1st Year AMC					
4.1	1st Year AMC - Guest Wi-Fi and Guest Wired LAN Solution Including all software,hardware,SMS,W hatsapp charges.	1.00	Ls			
4.2	1st year AMC- PM WANI as service	1.00	Ls			
5	2nd Year AMC					
5.1	2nd Year AMC - Guest Wi- Fi and Guest Wired LAN Solution including all software,hardware,SMS, Whatsapp charges	1.00	Ls			
5.2	2nd year AMC- PM WANI as service	1.00	Ls			
6	3rd Year AMC					



1 1	2 1 AMC C (MY F)		İ		İ	İ	İ	I I
	3rd year AMC - Guest Wi-Fi							
(1	and Guest Wired LAN							
6.1	Solution including all software, hardware, SMS,							
	Whatsapp charges	1.00	Ls					
	3rd year AMC- PM WANI	1.00	LS					
6.2	as service	1.00	Ls					
	us service	1.00	гэ					
7	4th Year AMC							
	4th year AMC-Guest Wi-Fi							
	and Guest Wired LAN							
7.1	Solution including all							
	software, hardware, SMS,	4.00						
	Whatsapp charges	1.00	Ls					
7.2	4th year AMC- PM WANI as							
	service	1.00	Ls					
8	5th Year AMC							
	5th year AMC-Guest Wi-Fi							
	and Guest Wired LAN							
8.1	Solution including all							
	software,hardware, SMS,		_					
	Whatsapp charges	1.00	Ls					
8.2	5th year AMC- PM WANI as service	1.00	Ls					
	Service	1.00	гэ					
9	6th Year AMC							
	6th year AMC- Core Switch,							
	Distribution Switch,							
	Wireless Controller, Access							
	Point, Wired and Wireless							
9.1	Management							
	Platform, Network Access							
	Control Solution including all software and hardware							
	components.	1.00	Ls					
	6th year AMC - Link Load	1.00	טנו					
9.2	Balancer including all							
	software and hardware							
	components.	1.00	Ls					
	6th year AMC - Guest Wi-Fi							
9.3	and Guest Wired LAN							
	Solution including all							
	software,							
	hardware,SMS,WhatsApp	1.00	Ls					
	charges 6th year AMC - PM WANI	1.00	гэ					
9.4	as service	1.00	Ls					
	ao oci vice	1.00	பல		l	<u> </u>	J	



Date:

10	7th Year AMC					
10. 1	7th year AMC - Core Switch,Distribution Switch, Wireless controller, Access Point, Wired and Wireless Management Platform, Network Access Control Solution including all software and hardware components.	1.00	Ls			
10. 2	7th year AMC - Link Load Balancer including all software and hardware	1.00	Ls			
10.	components 7th year AMC - Guest Wi-Fi and Guest Wired LAN Solution including all software, hardware, SMS, Whats App charges.	1.00	Ls			
10. 4	7th year AMC - PM WANI as service	1.00	Ls			
10. 5	Cisco Catalyst 9800-L Wireless Controller including accessories with 5- year warranty (For Customs Network)	1.00	Ls			
10. 6	Charges for PM-WANI as a service per additional Access Point (This rate will be applicable for the contract period of 7 years)	1.00	Ls			
Tota	l in Figures					
Quo	ted Rate in Words					

Signature of Bidder	
Name:	
Designation	Seal of BA Organization
Place:	



33.9 ANNEXURE 9

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On Stamp Paper of ₹ Two Hundred/requisite value)

To,
The Joint General Manager (ERS)
RailTel Corporation India Limited,
Kerala Territory Office,
1 st Floor, Eastern Entry Tower
Ernakulam South Railway Station
Ernakulam – 682016
Ref. No.: CIAL/COMMN/SNW/54 dtd 06.01.2025; latest amendment/ Corrigendum / clarifications. Floated on etender Kerala Portal (https://etenders.kerala.gov.in/)
In consideration of the RailTel Corporation of India Limited (CIN: L64202DL2000GOI107905), having its registered office at Plate-A, 6 th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi—110023 (herein after called "RailTel") having agreed to exempt
1. We, the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage by the said Contractor of any of terms or conditions contained in the said Agreement by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs
2. We, the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.



3.	. We, the Bank further agree that the Guarantee herein contain effect during the period that would be taken for the performance of the said Age to be enforceable till all the dues of the RailTel under or by virtue of the said	
	Agreement have been fully paid an its claims satisfied or discharged or till R conditions of the said Agreement have been fully and properly carried out by t discharges this Guarantee. Unless a demand or claim under the Guarantee is n	he said contractor and accordingly nade on us in writing on or before
4.	. We, the Bank further agree with the RailTel that the RailTel share consent and without affecting in any manner our obligations hereunder to vary of the Agreement or to extend time of to postpone for anytime or from exercisable by the RailTel against the said Contractor and to forbear or enforce relating to the said Agreement and we shall not be relieved from our liability lextension to the said Contractor or for any forbearance, act or omission on the by the RailTel to the said Contractor or by any such matter or thing whatsoever sureties would, but for this provision, have effect of so relieving us.	y any of the terms and conditions in time to time any of the powers e any of the terms and conditions by reason of any such variation, or e part of RailTel or any indulgence
(his Guarantee will not be discharge due to the change in the constitution indicate the name of Bank) lastly undertake not to revoke this Guarant ne previous consent of RailTel in writing.	
Da	ated the Day of 2024 for(Name of Bank) In the preser	nce of Witnesses:
1.3	Signature with Date & Name 2. Signature with Date & Name	gnature With Date & Name
_	ignature of Bidder	
	esignation	Seal of BA Organization
_	lace:ate:	



33.10ANNEXURE 10

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is made and entered into on this____day of, 2021 (the "Effective Date") at by and between RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023 & Southern Region office at 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad- 500016, (hereinafter referred to as 'RailTel'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART, and) (CIN:_____), a company duly incorporated under the provisions Companies Act, having its registered office at , (hereinafter referred to as ' '), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART RailTel and shall be individually referred to as "Party" and jointly as "Parties" WHEREAS, RailTel and _______, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non-technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists, inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the "Information"); WHEREAS, the Parties have initiated discussions regarding a possible business relationship for WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the "Disclosing Party") to the other Party (each Party, in such receiving capacity, the "Receiving Party") subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

1. Permitted Use.

- (a) Receiving Party shall:
- (i) hold all Information received from Disclosing Party in confidence;
- (ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and
- (iii) restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "Representatives") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.
- (b) The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate:
- (i) is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;
- (ii) at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B)known to Receiving Party;
- (iii) is approved for release by written authorization of Disclosing Party; or



- (iv) is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.
- (c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

2. Designation.

- (a) Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:
- (i) written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or
- (ii) oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.
- **3.** <u>Cooperation.</u> Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.
- **4.** Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby. Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.
- **5.** <u>No Obligation</u>. Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.

6. Return or Destruction of Information.

- (a) All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:
 - (i) termination of this Agreement;
 - (ii) expiration of this Agreement; or
 - (iii) Receiving Party's determination that it no longer has a need for such Information.
- (b) Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof have been destroyed.
- 7. <u>Injunctive Relief</u>: Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement,



and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement.

8. Notice.

- (a) Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:
- (i) by personal delivery, when delivered personally;
- (ii) by overnight courier, upon written verification of receipt; or
- (iii) by certified or registered mail with return receipt requested, upon verification of receipt.
- (b) Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

RailTel Corporation of India limited:
Attn:
Address:
Phone:
Email:

9. Term, Termination and Survivability.

- (a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of years from the effective date hereof.
- (b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.
- (c) Notwithstanding the foregoing clause 9(a) and 9 (b), Receiving Party agrees that its obligations, shall:
- In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
- (ii) not apply to any materials or information disclosed to it thereafter.
- **10.** <u>Governing Law and Jurisdiction</u>. This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.
- **11.** <u>Counterparts.</u> This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement
- **12.** <u>No Definitive Transaction</u>. The Parties hereto understand and agree that no contractor agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "Final Agreement"), and the



Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

13. Settlement of Disputes:

- (a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.
- b) In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator
- **14.** The sole arbitrator shall be appointed by CIAL/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the part.

15.CONFIDENTIALITY OF NEGOTIATIONS

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

16. REPRESENTATION

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

17. ASSIGNMENT

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

18. EMPLOYEES AND OTHERS

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



those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

19. NO LICENSE

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

20. RELATIONSHIP BETWEEN PARTIES:

agrees and acknowledges that

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

______, its Partners, employees, representatives etc.,by virtue of being

21. UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)

to be "Connected Pe bound by the said of shall always and at of the said regulation to any Unpublished	issociated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/or price sensitive information of RailTel. hall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulationsshall abide by the restriction on communication, providing or allowing access or any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel						
22. MISCELLAN	IEOUS.						
prior discussions be binding on the Partie failure or delay of a such Party's right th conditions or provis jurisdiction, the ren remedies and oblig obligations which m	This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity.						
IN WITNESS WHERE	OF, the Parties have executed this Agreement on the date set forth above.						
By Name:	RailTel Corporation India Limited:						
Title:	By Name :						
Witnesses:	Title:						



33.11ANNEXURE 11

PRE-BID AGREEMENT

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

Ihis	Pre-Bid	Agreement	(the	'Agreement")	IS	made at	New	Delhi	on this	sDay	ot	(month)	2022.

BETWEEN

M/s. RailTel Corporation Of India Limited, (CIN: L64202DL2000GOI107905) a company registered under the
Companies Act 1956, having its registered and corporate office at Plate-A, 6 th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi India – 110 023 and Southern Regional office at 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad-500 016 (hereinafter referred to as "RailTel" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the FIRSTPART. AND M/sXXXX, (CIN:) a company registered
under the Companies Act 1956, having its registered office at and its Corporate
Office located at(hereinafter referred to as "_XXXX_" which
expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the SECOND PART.
RailTel andshall be hereinafter individually referred to as "Party" And collectively as "Parties." "Whereas,
A) RailTel is a "Mini Ratna (Category-I)" CPSU of Ministry of Railways, having exclusive right of way along Indian Railways and has created an OFC backbone and associated transport and network infrastructure to provide carrier class telecom services. RailTel has Unified License issued by DoT to provide a range of telecom services. RailTel also has two tier III certified data centres at Secunderabad and Gurugram. RailTel has created a slew of digital services like cloud, hosting, hosted Video Conferencing service, Aadhar Services, Content delivery platform, WIFI as a service etc. RailTel has strong capabilities in managing telecom infrastructure, MPLS network infrastructure, data centre services like as (Infrastructure as a Service) and PaaS (Platform as a Service).
B)(DETAILS OF SECOND PART)
C) RailTel had floated an EOI No: _datedpursuant to the RFP floated by End Customer for" for End Customer Organization for agreed Scope of Work"(hereinafter referred as "The said work/project/tender"), and subsequently, based on the offer submitted by M/s XXXX towards the RailTel's EOI, M/s XXXX has been selected by RailTel as Business Associate for the said Project.

D) RailTel is in the process of participating in the tender issued by end customer, complete details of which have deliberately not been shared with XXXX and XXXX has waived its right to get the RFP document of end customer owing to confidentiality concern raised by the end customer. However, a limited scope of work on 'need to know basis and as detailed in clause 1.7 below, which will be carried out by XXXX has been shared with XXXX and based on the representation of "XXXX" that "XXXX" has read the said limited Scope of Work and has understood the contents thereof and that "XXXX" has sufficient experience to execute the said limited and defined scope of work, the Parties have mutually decided to form a "Business association" wherein RailTel shall act as the "Bidder" and "XXXX" shall act as the "business associate" in terms of the said Tender and in accordance to the terms agreed hereunder;



- E) RailTel shall submit Rupees YYYY as BG against pre integrity pact at the time of submission of bid as an Integrity Pact bank guarantee to end customer and accordingly "XXXX" shall submit Rupees ZZZZ as BG of pre integrity pact on back-to-back basis to RailTel before final submission of the said bid to end customer. (This is applicable on cases to case basis as per CIAL requirement. May please read in conjunction of the current RFP.)
- F) Party hereby acknowledges that RailTel has received Rs. /- (Rs. ______) from M/s XXXX as per the Terms and conditions of EOI no. dated .
- G) The Parties are thus entering into this Agreement to record the terms and conditions of their understanding and the matters connected therewith.

RailTel has agreed to extend all the necessary and required support to "XXXX" during the entire contract period.

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

1. SCOPE OF CO-OPERATION

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

XXXX agrees, undertakes and acknowledges that following shall be Scope of Work of XXXX out of the total project work.:

2. Technical Terms – As per CIAL/RCIL document

3. TERM AND TERMINATION

- 3.1. This Agreement shall come into force as of the date of signing and shall continue to be in full force and effect till the complete discharge of all obligations, concerning the carrying out of the said Project, except terminated earlier by the Parties in terms of this Agreement or in terms of the said project, whichever is applicable.
- 3.2. This Agreement can be terminated by either Parties forthwith in the event of happening of the following events:
- (a) End customer announces or notifies the cancellation of the said Project and / or withdrawing the said RFP.
- (b) The receipt of an official communication that End customer chooses not to proceed with RailTel for the said Project or RailTel is not short listed by End customer.



- (c) Material breach of any of the terms and conditions of this Agreement by either of the Parties and the same is not rectified by the defaulting Party beyond 15 (fifteen) days (ora reasonable time period as mentioned under the notice issued by the other Party) from the date of receipt of notice from the other Party to cure the said breach.
- 3.3. Parties agree and understand that as of the execution of this Agreement they are contractually bound and obligated to perform the services, obligations and the scope of work entrusted, should RailTel be declared as the successful bidder of the said Project. Any Party shall not withdraw its participation subsequent to execution of this Agreement, at any point in time except in case of material breach of any of the terms of the Agreement.
- 3.4. In case "XXXX" breach the terms of Agreement i.e. defaulting party in such case the balance unsupplied quantity or service shall be completed by RailTel i.e. non-defaulting party and cost for completion of that balance unsupplied quantity or service of such defaulting party shall be executed by RailTel at the risk and cost of such defaulting party.

4. Liability:

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

5. EXCLUSIVITY

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

6. PAYMENT TERMS

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

7. TAXES

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

8. **INDEMNIFICATION**

- 8.1 Parties agree to and undertake to indemnify and hold each other, its officers, directors, agents and employees harmless, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including attorney's reasonable fees, costs of investigation and defence) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of the indemnifying party's employees, agents or contractors) based upon:
- i. any breach or contravention of any of the terms, conditions, covenants of this Agreement by the Party;
- ii. Unethical business practices;
- iii. any acts or omission of the Party and/ or any of its employees, agents or contractors, and the liability for damages to property arising from or out of party operations in connection with the performance of this agreement;



- iv. any claim for taxes that might arise or be imposed due to this performance of Services hereunder;
- v. any representation or warranty or information furnished by the Party being found to be false;
- vi. Parties failure to pay all applicable compensation to its respective personnel;
- vii. death or personal injury to any person;
- viii. destruction or damage to any property by acts or omissions of either Party, its representatives or personnel;
- ix. any violation/non-compliance by the Party with any applicable laws governmental regulations or orders;
- x. any third-party liability;
- xi improper handling or misuse of the Confidential Information of the Party(ies) by the Party
- 8.2 XXXX shall be liable to all risks and consequences (including the risk of payments) suffered in the performance of services under the Project and undertakes to indemnify RailTel from and against any non-payments (of RailTel's share payable to RailTel), recoveries and claim from End Customer or any other cost or losses incurred due to default/non-performance on part of XXXX.

9. COMPLIANCES TO STATUTORY OBLIGATIONS

- 9.1. Parties shall also obtain and keep in place necessary insurance policies, Mediclaim policies, group insurance schemes of adequate value to cover their workmen, supervisors, etc. with regard to any accidents, injury or the liability under the Employee Compensation Act.
- 9.2. Parties shall observe and be responsible for the compliance of all labour laws (including labour cess) as per government notifications and shall maintain necessary records for the same and shall submit the same to RailTel when so required.
- 9.3. Parties shall duly maintain all records / registers required to be maintained by them under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

10. <u>LEGAL STATUS</u>

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

11. REPRESENTATIONS AND COVENANTS

- 11.1. Each Party represents and warrants to the other Party as follows:
- 11.1.1. That it has full capacity, power and authority and has obtained all requisite consents and approvals to, enter into and to observe and perform this Agreement and to consummate the transactions contemplated hereunder. Each of the Persons / personnel executing this Agreement on behalf of the each of the Parties have full capacity and authority to sign and execute this Agreement on behalf of the respective Parties;
- 11.1.2. The execution, delivery and consummation of, and the performance by it, of this Agreement shall not conflict with, violate, result in or constitute a breach of or a default under, (a) any contract by which it or any of its assets or properties, are bound or affected, and/or (b) its constitutional documents;
- 11.1.3. This Agreement constitutes its legal, valid and binding obligations, enforceable against it, in accordance with their terms under Applicable Statutory Law(s);
- 11.1.4. It has the right, authority and title to execute this Agreement;



12. SUBCONTRACTING BETWEEN PARTIES

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

13. GOVERNING LAW AND JURISDICTION

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

14. GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION

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

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

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

15. **FORCE MAJEURE**

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

No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due to a Force Majeure Event. The Party affected by Force Majeure Event shall promptly inform the other Party in writing and shall furnish within 30 (thirty) days thereafter, sufficient proof of the occurrence and expected duration of such Force Majeure Event. The Party affected by Force Majeure Event shall also use all reasonable endeavours to mitigate the negative effects of such Force Majeure Event on such Party's ability to perform its contractual obligations. In the event of a Force Majeure Event, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavours to minimise the consequences of such Force Majeure Event. The occurrence of a Force Majeure Event shall however, not relieve a Party of any obligation to pay any sum due under this Agreement prior to the occurrence of the Force Majeure Event. If the Force Majeure lasts for more than 6 (six) months, the Parties may mutually decide in writing on the future course of action with respect to this Agreement.



16. INTELLECTUAL PROPERTY RIGHTS

- 16.1. Each Party shall remain the sole owner of all industrial or intellectual property rights, Technical Data, Know-How, designs, specifications and the like, generated or acquired before the signature, or beyond the scope of this agreement.
- 16.2. Each Party shall remain the sole owner of all industrial or intellectual property rights, technical data, know-how, design specifications and the like generated solely by that Party during the course of the performance of this agreement and shall not be free to used it by the other party and if the other party uses that intellectual property rights prior permission shall be taken with paying necessary fees for such rights.
- 16.3. In case of joint development, the work-share and associated ownership of intellectual property of each Party shall be mutually agreed upon and defined in advance in the definitive agreement for the specific program. However, should any invention be jointly made by the Parties in the performance of this agreement, without neither Party being in a position to reasonably claim the ownership of said intellectual property right, the said right shall be jointly owned by the Parties and the corresponding measures of protection for both Parties of the said right as may be practicable shall be mutually agreed by both Parties and cost for such registration of such right shall be borne by the parties proportionately as per the ownership of the rights.
- 16.4 As on date, Parties confirms that there are no infringements of any Intellectual Property Rights of the products contemplated under this agreement, in accordance with the laws prevailing in the country.
- 16.5. The Parties undertake and confirm that the Technology / Knowhow / Design owned by each of them and intended to be put into use for execution of various Projects pursuant to this agreement has been originally developed by each of such Parties. The Parties are entitled to all the Intellectual Property Rights in Technology / Knowhow / Design intended to be put into use for execution of various Projects and no third-party Intellectual Property Rights have been put in to use either in their original or modified form without proper authorisation of such third party. The Parties further vouchsafes that the foregoing undertaking is actuated by truth and accuracy and no misrepresentation is being put into use for inducing each other to enter into this agreement.

17. **CONFIDENTIALITY**

- 17.1. During the term of this agreement, either party may receive or have access to technical information, as well as information about product plans and strategies, promotions, customers and related non-technical business in formation which the disclosing party considers to be confidential ("Confidential Information as per RFP tender document"). In the event Confidential Information is to be disclosed, the Confidential Information must be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, and be designated as confidential in writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure.
- 17.2. Confidential Information may be used by the receiving party only with respect to the performance of its obligations under this Agreement, and only by those employees of the receiving party and its subcontractors who have a need to know such information for purposes related to this Agreement, provided that such subcontractors have signed separate agreements containing substantially similar confidentiality provisions. The receiving party must protect the Confidential Information of the disclosing party by using the same degree of care to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving party uses to protect its own confidential information of like nature.
- 17.3. The obligations is not applicable to any information which is:
- 17.3.1. Already known by the receiving party prior to disclosure;



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

18. NOTICES

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

To RailTel Corporation Of India Limited

To: RailTel Corporation of India Ltd

Attn: Executive Director / Southern Region

Address:1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad-

500016 No.: +91-40-27788000

To XXXX

То:	XXXX			
Kind Attn:		Address:	Mob.	No.
Fmail:				

19. <u>AMENDMENT</u>

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



20. PRIOR UNDERSTANDING

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

21. GENERAL

21.1. Binding Effect:

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

21.2. Counterpart:

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

21.3. Non-Partnership:

- 21.3.1. This Agreement shall be on a principal-to-principal basis and shall not create any principal- agent relationship between the Parties.
- 21.3.2. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or otherwise entitle either Party to have an authority to bind the other Party for any purpose.

21.4. Severability:

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

21.5. Waiver:

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

21.6. Time is of essence:

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

22. Miscellaneous

- 22.1. No Party to this agreement will have any rights or obligations arising from or in relation to this agreement in excess of those rights and obligations expressly declared herein.
- 22.2. No Party to this agreement is entitled to sell, assign or otherwise transfer any of its rights and/or obligations arising from or in relation to this agreement to any third party, without the prior written consent of the other Party of this agreement.



- 22.3. Each Party shall be solely responsible for its own actions or failures to act and for its own commitments and undertakings. Neither Party shall present itself as the representative or agent of the other Party, nor shall it have the power or the authority to commit the other Party, unless it receives the other Party's prior written consent.
- 22.4. No release shall be made by any Party to the news media or the general public relating to this agreement and/or the subject matter thereof without prior written approval of the other Party.
- 22.5. During the term of this agreement, each party shall refrain from taking any action or attempt to take any action with the intent of impairing or causing prejudice to the business relationship, whether existing or prospective that subsists between the other party and its customers and business partners. Each party shall also desist from inducing or influencing or attempting to induce or influence any customer or business partner, whether existing or prospective of the other party, resulting into prejudice or detriment to business prospects of the other party.

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

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

For RailTel Corporation Of India Limited	For XXXX
Authorised Signatory	Authorized Signatory
Name:	Name
Designation:	Designation:
In Presence of witness	
Signature:	Signature:
Name:	Name:
Address:	Address:



33.12 ANNEXURE 12

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI

DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 200/-The paper has be in the name of the BA) **				
<u> </u>	(Name and designation) ** appointed as the attorney/authorized			
signatory of the BA (including	its constituents), M/s (hereinafter called the BA) for the purpose of the EOI documents			
for the work of	as per the EOI No.			
of (RailTel Corporation of Ind	a Limited), do hereby solemnly affirm and state on the behalf of the BA			
including its constituents as u	nder:			
1 Live the DA (s) am lare sig	ning this decument after carefully reading the contents			

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

VERIFICATION

SEAL AND SIGNATURE OF THE

DEPONENT



I/We above named EOI do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false. **DEPONENT** Place: Dated: SEAL AND SIGNAURE OF THE BA **The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by BA. Attestation before Magistrate/Notary Public. Signature of Bidder Name: Seal of BA Organization Designation Place: Date:





FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LAN & WI-FI NETWORK REVAMPING AT COCHIN INTERNATIONAL AIRPORT

TENDER NO: CIAL/COMMN/SNW/54

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Glossary of Terms

AMC Annual Maintenance Contract

ATP Acceptance Test Plan

CIAL Cochin International Airport Limited

CPU Central Processing Unit

DC Data Centre

EMD Earnest Money Deposit

Gbps Gigabit Per Second

LAN Local Area Network

Mbps Megabit Per Second

MTTD Mean Time to Detect

MTTR Mean Time to Respond

NTP Network Time Protocol

OEM Original Equipment Manufacturer

PBG Performance Bank Guarantee

QGR Quarterly Generated Revenue

RAID Redundant Array of Independent Disks

RAM Random Access Memory

SIEM Security Information and Event Management

SLA Service Level Agreement

USB Universal Serial Bus

VA Vulnerability Assessment

WAF Web Application Firewall

Wi-Fi Wireless Fidelity

1 Invitation to Bid

This invitation to Bid is for "Supply, Installation, Testing and Commissioning of LAN & Wi-Fi Network Revamping" by Cochin International Airport Limited (CIAL).

The Bidders are advised to study the tender document carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. This section provides general information about the Issuer (i.e., CIAL), important dates and addresses and the overall eligibility criteria for the Bidders.

1.1 Issuer

Cochin International Airport Limited herein after refers as CIAL invites proposals for "Supply, Installation, Testing and Commissioning of LAN & Wi-Fi Network Revamping" as per the scope of the Bid.

1.2 Issuer and Address for Bid Submission & Correspondence

Cochin International Airport Limited (CIAL) Kochi Airport PO Cochin 683 111 Kerala

Off: 0484 2610115 Fax: 0484 2610012

1.3 Key Events & Dates

Table I – Key Events & Dates

Event	Target Date
Notice Inviting Tender	
Tender Fee	₹10,000 (Rupees Two thousand only) inclusive of tax
EMD (Earnest Money Deposit)	₹10,00,000 (Rupees Ten lakhs only)
Last date to send in requests for clarifications on the tender document	15/01/2025 17:00 hrs
Last date for submission of Bids	05/02/2025 15:00 hrs
Opening of Technical Bids	06/02/2025 15:30 hrs
Opening of commercial Bids	Will be intimated later

Note: This Tender Document is not transferable.

2 Instruction to the Bidders

2.1 Definitions

- 1. "CIAL" means Cochin International Airport Limited
- 2. "Bidder" shall mean an Individual Company registered under the Companies Act 1956 or as defined in this document that participates in the Bidding process.
- 3. **"CIAL's Representative"** shall mean the person appointed by CIAL from time to time to act on its behalf at the site for overall coordination, supervision and project management at site
- 4. The "Successful bidder / Implementation Agency" means the company with whom the order has been placed for providing Services as specified in this tender/contract and shall be deemed to include the Implementation Agency's successors, representatives (approved by CIAL), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
- 5. "Implementation Agency's Representative" means the person or the persons appointed by the implementation agency from time to time to act on its behalf for overall co-ordination, supervision and project management. This definition shall also include any and/or all of the employees of Bidder, their authorized agents and representatives and other personnel employed or engaged either directly or indirectly by the implementation agency for the purposes of the Contract.
- 6. "Contract" means the Agreement entered into between CIAL and the "Implementation Agency" as recorded in the Contract form signed by CIAL and the "Implementation Agency" including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the Bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
- 7. "Confidential Information" means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any taxpayer, or any other person who is covered within the ambit of any commercial taxes legislation including any such information that may come to the knowledge of the Parties hereto / Bidder's Team by virtue of this Contract that:
 - a) By its nature or by the circumstances in which it is disclosed is confidential; or
 - b) Is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract.
- 8. "The Contract Price/Value" means the price payable to the successful bidder under the Contract for the full and proper performance of its contractual obligations.
- 9. "Parties" means CIAL and the successful bidder and "Party" means either of the Parties.
- 10. "Service" means facilities/services to be provided as per the requirements specified in this tender document and any other incidental services, such as installation, implementation, support and provision of technical assistance and other such obligations of the Successful bidder covered under the Contract.

2.2 Procurement of Tender Document

The tender document can be downloaded from State e-Procurement <u>www.etenders.kerala.gov.in</u> website. Bidders should submit their bids through this e-tendering website.

Bidders should remit tender fee of ₹10,000/- (Rupees ten thousand only) (Non-refundable) towards tender documents fees and Earnest Money Deposit (EMD) of ₹10,00,000/- (Rupees Ten lakhs only) at the time of online bid submission. The Bid will not be considered in the absence of payment of the tender fee and EMD.

Bidders are requested to follow the instructions regarding e-tendering given in the download section of www.etenders.kerala.gov.in for understanding the procedures for online bid submission and payment.

2.3 Pre-Bid Queries

The prospective Bidders shall submit their questions in writing in the portal, no later than the date and time indicated under section 1.3 above. Prospective Bidders are free to raise their and responses / corrigendum will be conveyed to all the prospective Bidders (by way of publishing amendments/ clarifications on the website i.e. at www.etenders.kerala.gov.in in accordance with the respective clauses of the tender document and no participant would be informed individually about the response of CIAL.

CIAL may incorporate any changes in the tender document based on acceptable suggestions. The decision of the CIAL regarding acceptability of any suggestion shall be final and shall not be called upon to question under any circumstances.

2.4 Amendment of Tender Document

At any time before the deadline for submission of Bids, CIAL may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding document by amendment. All the amendments made in the document would be published on the website www.etenders.kerala.gov.in. The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. CIAL also reserves the right to amend the dates mentioned in section 1.3 of this Bid document.

2.5 Venue and Deadline for submission of Proposal

Proposals must be received through <u>www.etenders.kerala.gov.in</u> not later than dates specified in <u>Section 1.3</u> of this volume.

2.6 Procedure for Submission of Bids

2.6.1.1 Modes of Submission

- a) It is proposed to have a Two cover for this e-tender:
 - i. Technical Bid which includes documents for Pre-qualification Criteria and Technical proposal.
 - ii. Commercial Bid

Please Note that Prices shall be indicated only in the Commercial Bid. If price is indicated in the Pre-Qualification Bid or Technical Bid, that Bid is liable to be rejected.

b) Bids shall be submitted only through the e-tendering portal www.etenders.kerala.gov.in

2.6.2.1 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid including cost of presentation for the purposes of clarification of the Bid, if so desired by CIAL. CIAL will be in no way responsible or liable for those costs, regardless of the outcome of the Tendering process.

2.6.3.1 Procedure for e-Tendering

Bidders are requested to go through the relevant files in the download section of the www.etenders.kerala.gov.in for understanding the procedure to be followed in submitting proposals and payment.

2.7 Clarification on Tender Document

A prospective Bidder requiring any clarification on the Tender Document may submit his queries, in writing, in the portal and as per schedule indicated in "Invitation for Bids / Key Events and Dates" in section 1.3 through the Clarifications link of e-tendering portal (https://etenders.kerala.gov.in) only with subject line as "Pre-Bid Queries SITC of LAN & Wi-Fi Network Revamping" in the following format in pdf file only. The queries submitted in the following format only to be considered for clarification:

S.No	Page No.	Section No.	Clause No.	Reference/ Subject	Clarification Sought
				:	

The queries not adhering to the above-mentioned format shall not be responded.

CIAL will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in Invitation for Bids / Key events and dates. The clarifications (including the query but without identifying the source of inquiry) will be uploaded on the portal (www.etenders.kerala.gov.in)

2.8 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and CIAL, shall be written in English language. Any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by a duly attested English translation in which case, for purposes of interpretation of the Bid, the English translation shall govern.

2.9 Documents Comprising the Bids

The Bid prepared by the Bidder shall comprise the following components. The Bids not conforming to the requirements shall be summarily rejected.

2.9.1.1 Pre-Qualification Bid

In support of eligibility, a Bidder must submit the following documents (besides the other requirements of the tender), original copies or attested copies, as the case may be, in the absence of which the Bid is liable to be rejected.

- Section 8.1 Pre-qualification bid letter
- Section 8.2 General information about the Bidder
- Section 4 Table 1: Compliance to Pre-Qualification Criteria
- Section 8.3 Declaration regarding Clean Track Record
- Section 8.4 Declaration of acceptance of Terms & Conditions in the Tender Document

2.9.2.1 Technical Bid

The Technical Bid, besides the other requirements of the Tender, shall comprise the following:

- <u>Section 9.1 Technical Bid Letter</u>
- <u>Project plan and schedule</u> (As per Bidder's format)
- Section 9.2 OEM Authorisation Letter
- <u>Section 9.3 Compliance Statement</u>
- Specification of components including data sheet
- Architecture, sizing and storage calculation etc.
- Support Methodology and Escalation matrix
- Exploded BoQ in pdf format (with mention of make, model, part no./sub part nos., item description, unit and quantity quoted). Format attached in Annexure III.

2.9.3.1 Commercial Bid

The Commercial Bid, besides the other requirements of the Tender, shall comprise the following:

- Section 10.1 Commercial Bid Letter
- Price bid as per the template in the e-tendering website
- Rate Only Items Form

2.10 Bid Currencies

Prices shall be quoted in Indian Rupees (INR).

2.11 Bid Security (Earnest Money Deposit)

The Bidder shall furnish, as part of its Bid, a Bid security as specified in <u>Section 2.2</u>.

The Bidder shall be disqualified in the Pre-Qualification process if the prescribed EMD is not submitted along with the Bid. The EMD (Bid security) of the unsuccessful bidder/s will be discharged / returned as promptly as possible, but not later than 60 days after the issuance of Letter of Intent (LoI) to the successful bidder. No interest will be payable by CIAL on the amount of the Bid Security.

The Bid security may be forfeited because of the following reasons:

- 1. If a Bidder withdraws the Bid or increases the quoted prices or amends its tender or impairs or derogates during the period of Bid validity, or its extended period, without the explicit consent of CIAL, if any; or
- 2. In the case of a successful bidder, if the entity fails within the specified time limit to:
 - a. Sign the Contract; or
 - b. Furnish the required Performance Bank Guarantee (PBG)

2.11.1.1 Remittance of Tender Document Fee and EMD

The Bidder shall pay an Earnest Money Deposit of Rs.10 Lakhs as online payment. The EMD in the form of Bank Guarantee is not accepted.

Online Payment modes: The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system:

<u>State Bank of India Multi Option Payment System (SBI MOPS Gateway)</u>: Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in eProcurement System.

A)	A) Internet Banking Options (Retail)				
1	Allahabad Bank	32	Kotak Mahindra Bank		
2	Axis Bank	33	Lakshmi Vilas Bank		
3	Andhra Bank	34	Mehsana Urban Co-op Bank		
4	Bandan Bank	35	NKGSB Co-operative Bank		
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce		
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank		
7	Bank of India	38	Punjab National Bank		
8	Bank of Maharashtra	39	Punjab and Sind Bank		
9	Bassein Catholic Co-operative Bank	40	RBL Bank		
10	BNP Paribas	41	Saraswat Cooperative Bank		
11	Canara Bank	42	ShamraoVithal Cooperative Bank		
12	Catholic Syrian Bank	43	South Indian Bank		
13	Central Bank of India	44	Standard Chartered Bank		
14	City Union Bank	45	State Bank of India		
15	Corporation Bank	46	Syndicate Bank		
16	Cosmos Bank	47	Tamilnad Mercantile Bank		
17	DCB Bank	48	Tamilnadu Cooperative Bank		
18	Dena Bank	49	The Kalyan Janata Sahakari Bank		
19	Deutsche Bank	50	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)		
20	Dhanalaxmi Bank	51	UCO Bank		
21	Federal Bank	52	Union Bank of India		
22	HDFC Bank	53	United Bank of India		
23	ICICI Bank	54	Vijaya Bank		
24	IDBI Bank	55	YES Bank		
25	Indian Bank				
26	Indian Overseas Bank				
27	IndusInd Bank				
28	Jammu & Kashmir Bank				
29	Janata Sahakari Bank				
30	Karnataka Bank				
31	Karur Vysya Bank				
	· · · · · · · · · · · · · · · · · · ·				

B) I	B) Internet Banking Options (Corporate)				
1	Bank of Baroda	21	Laxmi Vilas Bank		
2	Bank of India	22	Oriental Bank of Commerce		
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank		
4	BNP Paribas	24	Punjab & Sind Bank		
5	Canara Bank	25	Punjab National Bank		
6	Catholic Syrian Bank	26	RBL Bank		
7	City Union Bank	27	ShamraoVitthal Co-operative Bank		
8	Corporation Bank	28	South Indian Bank		
9	Cosmos Bank	29	State Bank of India		
10	Deutsche Bank	30	Syndicate Bank		
11	Development Credit Bank	31	UCO Bank		
12	Dhanalaxmi Bank	32	Union Bank of India		
13	Federal Bank	33	UPPCL		
14	HDFC Bank	34	Vijaya Bank		
15	ICICI Bank	35	Axis Bank		
16	Indian Overseas Bank				
17	Janta Sahakari Bank				
18	Jammu & Kashmir Bank				
19	Karur Vysya Bank				
20	Kotak Bank				

During the online bid submission process, bidder shall select *SBI MOPS* option and submit the page, to view the *Terms and Conditions* page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely *SBI* and *Other Banks** will be shown. Here, Bidder may proceed as per below:

- a) <u>SBI Account Holders</u> shall click <u>SBI</u> option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) Other Bank Account Holders may click Other Banks option to view the bank selection page.

 Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

Any transaction charges levied while using any of the above modes of online payment has been borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

CIAL will not be responsible for any delay in receipt of required amount and shall reject such bid(s) where amount has not been credited within the last date and time of bid submission. Also, amount credited after the stipulated last date & time of bid submission shall also not be considered and

^{*}Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 - 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-

^{*} Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.

such bids shall be rejected. The supplier/bidder's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission, failing which the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

2.12 Bid Validity Period

2.12.1.1 Period of Validity of Bids

Bids shall remain valid for 180 days after the date of opening of Technical Bids prescribed by CIAL. However, the prices finalized after opening the tenders shall not increase throughout the period of implementation and operation. The prices of components quoted in the Financial Bid by the Bidder shall remain valid for the project period.

2.12.2.1 Extension of Period of Validity

In exceptional circumstances, CIAL may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The validity of EMD shall also be suitably extended.

2.13 Withdrawal of Bids

2.13.1.1 Written Notice

The Bidder may withdraw its Bid after the Bid's submission, provided that CIAL receives written notice of the withdrawal, prior to the last date prescribed for receipt of Bids.

2.13.2.1 Signing and Marking of Notice

The Bidder's withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions said earlier. A withdrawal notice shall be sent by a signed confirmation copy, post marked not later than the last date for receipt of Bids.

2.14 Opening of Bids

CIAL will open the Bid at the time and date, as mentioned in <u>Section 1.3</u>.

2.15 Notification of Award

Before the expiry of the period of validity of the proposal, CIAL shall notify the successful bidder in writing, that its Bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of selection and shall send his acceptance to enter into agreement as per the <u>proforma</u> in the bid document within fourteen (14) days of receipt of the notification.

2.16 General Instructions to bidders

- a) The bidder has to compulsorily quote for the Rate-only items also. The bidder has to quote for all components required for this project even if they are not specifically mentioned in this document or in the Bill of Quantities (BoQ) sheet. No extra claim during the project period regarding any other item will be entertained. Familiarization, Training and training materials for the total system and its components should be given and the cost for the same shall be included in the quoted prices. All taxes or statutory levies applicable to this project shall be payable by the Contractor from the above rates and CIAL will not entertain any claim whatsoever in this project. In case the bidder is not quoting GST rates in price bid accurately, CIAL will not pay any additional amount on account of GST. The contractor shall be liable to pay GST from the quoted amount.
- b) Notification of Award of contract will be made in writing to the successful Bidder by the Accepting Authority. The contract will normally be awarded to the qualified and responsive Bidder offering the lowest evaluated bid in conformity with the requirements of the specifications and contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or any tender or to give any reason for his decision.
- c) A responsive bidder is one who submits priced tender and accepts all terms and conditions of the specifications and contract documents without any modifications.
- d) A modification is one which affects in any way, the quality, quantity and period of completion of the work or which limits in any way the responsibilities or liabilities of the Bidder or any right of CIAL as required in the specifications and contract documents. Any modification in the terms and conditions of the tender which are not acceptable to CIAL shall also be treated as a major modification.
- e) A tenderer shall submit a responsive bid, failing which his tender will be liable to be rejected. Tender with incomplete/ambiguous details are liable to be rejected without seeking any further clarifications.
- f) The Accepting Authority does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rate.
- g) The terms and conditions, assumptions, variations etc. submitted by bidders shall not be considered for evaluation. No such documents should be attached. Such bids are liable for rejection.

3 General Condition of Contract

3.1 Representations & Warranties

In order to induce CIAL to enter into the Contract, the bidder hereby represents and warrants as of the date hereof, whose representations and warranties shall survive the term and termination of the contract for each of the following:

- a) That the bidder has the requisite experience in providing the service requested through this tender and the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully provide the Services sought by the CIAL for the purposes of this Contract.
- b) That the bidder is not involved in any major litigation or legal proceedings, pending, existing and potential or threatened that may have an impact of affecting or compromising the performance or delivery of services under the Contract.
- c) That the representations and warranties made by the bidder in the Bid or will be made in the contract are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Tender and unless CIAL specifies to the contrary, the bidder shall be bound by all the terms of the Bid and the contract through the term of the contract.
- d) That the bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to fulfil the scope of work stipulated in the Tender and the Contract.
- e) That the bidder shall use such assets of CIAL, as CIAL may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or the Contract. The bidder shall however have no claim to any right, title, lien or other interest in any such property and any possession of property for any duration whatsoever shall not create any right in equity or otherwise merely by fact of such use or possession during or after the term hereof.
- f) That the execution of the Services and the Scope of work herein are and shall be in accordance and in compliance with all applicable laws.
- g) That neither the execution and delivery by the bidder of the Contract nor the CIAL's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the Implementation Agency, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any Contract, Contract or instrument to which the bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Implementation Agency.
- h) That the bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the successful bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

- i) That time is the essence of the Contract and hence the bidder shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workmanlike manner on a timely basis.
- j) That in providing the Services or deliverables or materials, neither bidder nor its agent, nor any of its employees, shall utilize information which may be considered confidential information of or proprietary to any prior employer or any other person or entity.

3.2 Scope of Work / Contract

The successful bidder has to abide all the work as specified in the Scope of Work of this tender.

3.3 End of Support

Bidder should ensure that the quoted items are not declared "End of Support/Maintenance" for the next seven years from the date of submission of the bid. If in any case, any of the quoted Item is not available in the market, the bidder will have to supply higher version/replacement of that Item in the quoted cost in the same time duration. If any of the supplied Item reaches end of support in the market, the bidder will have to supply higher version/replacement of that Item free of cost to CIAL during the contract period of 7 years.

3.4 Contract Performance Guarantee

Within 14 (fourteen) days after the receipt of notification of award of the Contract from CIAL, the successful bidder shall furnish Contract Performance Guarantee to CIAL which shall be equal to 5% of the accepted value of work excluding Annual Maintenance Contract and shall be in the form of a Bank Guarantee Bond from a Nationalized/Scheduled Bank in the Pro forma given at Annexure I.

The time limit allowed for submission of the performance guarantee by the contractor shall be 14 days from the letter of acceptance. Work order shall be issued to contractor only after it submits the performance guarantee in an acceptable form. Performance security shall be released only after satisfactory completion of works, without any interest. If the contractor fails to carry out the work to the satisfaction of CIAL, performance security will be forfeited.

3.5 Bidder's Responsibility

- a) The bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs/charges in connection thereof
- b) The bidder shall provide and deploy manpower on the site for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage/supervise the work in a proper and timely manner.
- c) The bidder must certify that each personnel assigned for the project is without any criminal records/antecedents.
- d) The bidder shall employ local labourers on the work as far as possible and it may be necessary to provide Police Clearance Certificate for labourers from other states. No labourer below the age of Eighteen years and who is not an Indian National shall be employed on the work.
- e) The bidder shall keep CIAL saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by CIAL in connection with any claim that may be made by any workmen.
- f) CIAL/Representative may at any time object to and require the bidder to remove forthwith from the site a supervisor or any other authorized representative or employee of the bidder

- or any person(s) deployed by bidder, if in the opinion of CIAL/Representative the person in question has mis-conducted himself or his deployment is otherwise considered undesirable by CIAL/ Representative the bidder shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of CIAL/Representative. Any act which may suspicious and/ or causing undesirable results to CIAL is a reason to remove the concerned person.
- g) CIAL/Representative may at any time request the bidder to remove from the work / Site the Implementation Agency's supervisor or any other authorized representative including any employee of the bidder or any person(s) deployed by bidder for professional incompetence or negligence or for being deployed for work for which he is not suited. CIAL/Representative having made a request as aforesaid in the case of any person which the bidder has disregarded, may in the case of the same person at any time but on a different occasion and for a different instance of one of the reasons referred to above in this Clause object to and require the bidder to remove that person from deployment on the work which the bidder shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of CIAL/Representative

3.6 Installation

a) CIAL shall provide necessary rack space, power and network connectivity for the hardware installation.

3.7 Training

- a) Pre-Implementation: Provide training to CIAL team on the product architecture, functionality and the design of all components provided under this tender. A comprehensive Pre-Implementation training session will be organized specifically for the NAC Solution.
- b) Post Implementation: Provide training to CIAL team. Training should cover Functional Training and Administration training on all components supplied as part of this tender. Comprehensive post-implementation training shall be conducted specifically for the NAC Solution.
- c) Both Pre-Implementation and Post Implementation training will take place onsite during the installation phase with the trainer being from the OEM.
- d) CIAL will provide the rooms, projector for conducting training. All other facilities should be arranged by contractor.
- e) The bidder is required to provide detailed training material for each module as per the scope of work. This training material should cover installation, operation, integration, maintenance, troubleshooting and other necessary areas for each module.
- f) All out of pocket expenses related to training shall be borne by the selected bidder.
- g) The training content must include but not limited to the topics listed below:
 - i. Features and capabilities of the supplied solution.
 - ii. Administration and management of the supplied solution.
 - iii. Troubleshooting and maintenance of the supplied solution.
 - iv. Installation and Configuration of the supplied solution.
 - v. Dashboard Reporting and workflow customization.
 - vi. Data archiving, backups and retrieving.

3.8 System Integration and Acceptance Testing

- 1) Acceptance tests will be done as per the ATP and shall include the following:
 - a) Physical Verification: All the received equipment will be powered on and physical specifications of the hardware supplied will be checked against the tender specifications
 - b) Demonstration of all software licenses installed as per tender specifications
 - c) Demonstration of configuration, logging, use case reporting functionalities etc. as per the tender requirements.
- 2) In case of discrepancy in facilities /services provided, CIAL reserves the right to cancel the entire contract.

3.9 Migration of Systems

The contractor should migrate the systems without causing interruption to the airport operations. Any tools, solutions etc required for smooth migration needs to be arranged by the contractor. The contractor has to migrate existing configurations to new environment. The contractor must submit a comprehensive migration plan, including a rollback strategy.

3.10 Documentation

- 1) Original manuals of all proposed hardware/software
- 2) Justification document for model selection and analytical model capabilities
- 3) Installation/layout plan
- 4) Technical write up of the
 - a. design and functioning
 - b. System and connectivity architecture diagram
 - c. Detailed active components configuration details
 - d. Security implementation for installed infrastructure components
- 5) Operator manual for shutdown/start of the active resources
- 6) Acceptance test plan, procedure and report document

3.10.1.1 Risk Management

The bidder shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the bidder under this Contract. The bidder shall underwrite all the risk related to its personnel deputed under this Contract, equipment, tools and any other belongings of the bidder or their personnel during the entire period of their engagement in connection with this Contract and take all essential steps to reduce and mitigate the risk. CIAL will have no liability on this account. During the course of risk management any act of the bidder shall not affect the agreed results and no role has been assumed to CIAL in addition to the stipulated terms.

3.11 Indemnity

- a) The bidder shall Indemnity CIAL from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
 - i. Any negligence or wrongful act or omission by the bidder's Team / or any third party in connection with or incidental to this Contract; or
 - ii. A breach of any of the terms of the bidder's Bid as agreed, the Tender and this Contract by the bidder, the bidder's Team or any third party
 - iii. If a third-party claims that the deliverable materials provided to CIAL by the contractor infringe the third party's copy right or patent right, the contractor should defend CIAL against that claim at its expense and pay all costs, damages, court charges etc. that a court finally awards or that included in a settlement.

The indemnity shall be to the extent of 100% in favour of CIAL.

3.12 Confidentiality

- a) The bidder shall not use any Information, name or the logo of CIAL except for the purposes of providing the Service as specified under this contract;
- b) The bidder shall do everything reasonably possible to preserve the confidentiality of the Information including execution of a confidentiality agreement to the satisfaction of CIAL
- c) The bidder shall notify CIAL promptly if it is aware of any disclosure of the Information otherwise than as permitted by this Contract or with the authority of CIAL
- d) The bidder shall be liable to fully recompense CIAL for any loss of revenue arising from breach of confidentiality. CIAL reserves the right to adopt legal proceedings, civil and or criminal, against the bidder in relation to a dispute arising out of breach of obligation by the successful bidder under this clause
- e) The bidder shall not use any information which might have come to its knowledge in whatever manner during the discharge of its obligation under the contract for any purpose except strictly for discharging his obligation under the contract and no more.

3.13 Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract for the scope of the Contract. The price quoted shall be including all taxes and levies. The bidder will ensure that the prices / cost for all the software licenses discovered during the bid process will be valid for 5 years. The bidder shall supply additional licenses if required in the future at the same unit cost mentioned in this tender document during the contract period. CIAL reserves the right to change the quantity of items to be procured or place order for selected items only.

3.14 Payment Schedule

Payments shall be released to the Contractor on submission of documents as below

- a) Bills (Invoices)
- b) Receipt from the consignee for delivery/implementation in good condition
- c) A copy of the Agreement (along with the first bill only)

3.15.1 Implementation Phase

The terms of payment for the price of equipment as stated herein shall be made as follows: -

- 70% on delivery and testing of equipment at site, along with detailed break up schedule and bills.
- 20% after its successful installation and testing.
- 10% after commissioning and handing over the equipment to purchaser. This includes submission of detailed manuals & documentation, as-built drawings, maintenance procedures, copy of application software, operating system and licenses etc as mentioned in the tender document.

Security Deposit

10% of each bill would be deducted as security deposit till it reaches 10% of the total project cost. This amount would be released only after the completion of the warranty and AMC period. The same may be released against an equivalent unconditional, irrevocable bank guarantee valid up to 90 days after the end of the AMC period. But releasing of security deposit against bank guarantee would be the sole discretion of CIAL

3.15.2 Annual Maintenance Charges

- a) The payment towards the AMC charges for 7 years will be paid as equal quarterly instalments upon receiving satisfactory services.
- b) 100% of license renewal cost for 6th year & 7th year shall be released on submission of software licenses issued in the name CIAL in OEM letter head and verifiable in OEM website.

3.15 Event of default by the bidder

- a) The failure on the part of the bidder to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the bidder. The events of default as mentioned above may include, but not limited to, inter alia, the following also:
 - i. The bidder has failed to perform any instructions or directives issued by CIAL to execute the scope of work under the Contract; or
 - ii. The bidder has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Contract or if the bidder has fallen short of matching such standards/targets as CIAL may have designated with respect to any task necessary for the execution of the scope of work under this Contract. The abovementioned failure on the part of the bidder may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by CIAL; or
 - iii. The bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by CIAL despite being served with a default notice which laid down the specific deviance on the part of the bidder to comply with any stipulations or standards as laid down by CIAL; or

- iv. The bidder / bidder's Team has failed to conform with any of the Service / Facility Specifications / Standards as set out in the Scope of Work of this Tender Document or has failed to adhere to any amended direction, modification or clarification as issued by CIAL during the term of this Contract and which State deems proper and necessary for the execution of the Scope of Work under this Contract; or
- v. The bidder has failed to demonstrate or sustain any representation or warranty made by it in this Contract with respect to any of the terms of its Bid or the Tender and this Contract; or
- vi. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the bidder; or
- vii. The bidder / bidder's Team has failed to comply with or is in breach or contravention of any applicable laws

3.16 Consequences in Event of Default

- a) For cases where permissible time is not indicated in the contract, CIAL will decide, at its discretion, the quantum of reasonable time to cure the default
- b) CIAL may impose any such obligations and conditions and issue any clarifications as may be necessary to inter-alia ensure smooth continuation of Services and the project which the bidder shall be obliged to comply with. This may include unilateral re-determination of the consideration payable to the bidder hereunder. The bidder shall, in addition, take all available steps to minimize loss resulting from such event of default
- c) CIAL may by a written notice of suspension to the bidder, suspend all payments to the bidder under the Contract provided that such notice of suspension:
 - i. Shall specify the nature of the failure, and
 - ii. Shall request the bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the bidder.
 - iii. CIAL reserves the right to terminate the contract with 30 days' notice

3.17 Termination of Contract

CIAL may terminate this Contract in whole or in part by giving the bidder prior written notice indicating its intention to terminate the Contract under the following circumstances:

- a) Where it comes to CIAL's attention that the bidder (or the bidder's Team) is in a position of actual conflict of interest with the interests of CIAL in relation to any of terms of the bidder Agency's Bid, the Tender or this Contract
- b) Where the bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever including inter alia the filing of any bankruptcy proceedings against the bidder, any failure by the bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the bidder or the happening of any such events that are averse to the commercial viability of the bidder. In the event of the

- happening of any events of the above nature, CIAL shall reserve the right to take any steps as are necessary to ensure the effective transition of the project to a successor Implementation Agency/service provider, and to ensure business continuity
- c) Termination for Default: CIAL may, at any time, terminate the Contract by giving 30 days written notice to the bidder without compensation to the bidder in the Event of Default on the part of the bidder which may include failure on the part of the bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract
- d) Termination for Insolvency: CIAL may at any time terminate the Contract by giving written notice to the bidder without compensation to the bidder, if the bidder 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 CIAL
- e) Pre-mature termination: CIAL shall also have a right to prematurely close this Project at any time without assigning any reason. In this case, CIAL may issue written notice to bidder, at least 3 months in advance to terminate the Contract in whole or in part. The notice of termination shall specify the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. The contractor will be paid for the work he has performed till the termination notice.

3.18 Consequences of Termination

- a) In the event of termination of this contract, due to failure on the part of the bidder/OEM/subcontractors to respect any of its commitments with regard to any part of its obligations under its Bid, CIAL reserves right to blacklist the bidder and the contract will stand cancelled effective from the date of termination of this contract.
- b) Nothing herein shall restrict the right of CIAL to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to CIAL under law.
- c) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

3.19 Force Majeure

- a) Force Majeure is herein defined as any cause, which is beyond the control of the contractor or CIAL as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, it is including but not limited to:
 - i. act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
 - ii. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization,

requisition, or embargo;

iii. rebellion, revolution, insurrection, or military or usurped power, or civil war;

iv. contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;

- v. riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or
- vi. acts or threats of terrorism
- vii. Pandemic declared by WHO.

Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

- b) Should either of the parties to the Contract Agreement be prevented from performing his obligations under the Contract by cases of Force Majeure, the time for performance of these obligations shall be extended to a period, which is equal to the effect of those cases.
- c) The prevented party shall notify the other party by telex / fax within the shortest possible time of the occurrence of Force Majeure and within fourteen (14) days thereafter send by registered mail to the other party for confirmation and certificate issued by the competent authority as evidence thereof.
- d) If the effect of the Force Majeure continues for more than hundred and twenty (120) days, both parties shall settle the problem of future execution of the Contract Agreement by negotiation and reach an agreement as soon as possible.

3.20 Liquidated Damages

3.20.1.1 Categorization of severity level

S.No.	Severity	Description
1.	Critical	Emergency/network down. Use of services is completely suspended. No
		workaround is available.
		Example: A major degradation of system or service performance that impacts
		service quality or significantly impairs network-operator control or operational
		effectiveness. The overall network is degraded causing severe limitations to
		operations or network-management software. The product has a major feature
		that is not working properly and has only a difficult workaround.
2.	High	Major impact sustained. The Service does not operate as designed, or a limited
		problem condition exists. An acceptable workaround is available.
		Example: A problem that results in a condition that seriously affects system
		operation, maintenance and administration, and so on, and requires immediate
		attention. The urgency is less than in a business-critical situation because of a
		lesser immediate or impending effect on system performance, customers,
		business operation, or revenue.

3.	Medium	Medium impact sustained.
		Example: The Service does not operate as designed or a limited problem condition exists, but the product's main functionality is not affected.
4.	Low	Minor impact sustained. The issue does not significantly impair the functioning of the system and does not significantly affect service to customers. These problems are tolerable during system use.
		Example: A minor condition or configuration issue is present but can be avoided, or there is a question or issue related to documentation or some other general inquiry.

3.20.2.1 Implementation Phase

- a) Supply, installation, integration and commissioning of all the solutions should be completed within the period as mentioned in the <u>Section 6.4</u>.
- b) In case of delay in installation and commissioning beyond the specified timelines, LD shall be levied @ 1% of the total value of the impacted portion for every week's delay or part thereof, subject to a maximum of 10% of the total contract value.

3.20.3.1 Operational Phase

a)

Service Area	Service Level	Liquidated Damages
Availability of service / platform	99.9% quarterly uptime and above.	Nil
	Less than 99.9%	1% of quarterly AMC charges for every reduction in uptime by 0.25%, subject to maximum of 10% of the quarterly AMC charges.

b)

Severity	Resolution time	Liquidated Damages
Critical	0 – 4 hours	Nil
	>4 hours	Penalty at the rate of 0.5% of device value/hour/issue and subsequent thereof
High	0 – 8 hours	Nil
	>8 hours	Penalty at the rate of 0.1% of device value/hour/issue and subsequent hours thereof subject to maximum of 10% of the quarterly AMC charges.
Medium	0 – 24 hours	Nil
	>24 hours	Penalty at the rate of 0.03% of device value/hour/issue and subsequent hours thereof

The penalty will be recovered from payment due to the vendor during warranty and/or annual maintenance charges or invoke the Performance Bank Guarantee, as the case may be. In the event of such amount not sufficient to set off the liability of the Vendor under this head CIAL shall be at liberty to proceed against the bidder for recovery of the balance as may be advised.

3.21 Taxes, Duties, Levies and Other Charges

- a) GSTIN & PAN No. of the supplier should be mentioned in the payment invoice submitted to CIAL.
- b) All applicable taxes, duties and levies shall be shown separately.
- c) Charges towards freight, forwarding, transit insurance, installation, commissioning and warranty support shall be included in the quoted price.
- d) Loading and unloading of materials is the responsibility of the bidder and any charges in this regard to be borne by the bidder.
- e) TDS as applicable will be deducted.
- f) The base rates quoted by the bidder shall be firm throughout the project execution period. Any revision in the rate of Taxes, Duties, levies etc. or introduction of new taxes/duties/levies by government shall be honoured, provided bidder has clearly shown the taxes, duties, levies etc. in the Commercial bid.
- g) GST, Income Tax or any other taxes or statutory levies applicable to this contract shall be payable by the Contractor and CIAL will not entertain any claim whatsoever in this project. It is important that the tenderer/contractor, as the Goods and/or Service provider to CIAL, is complying with all the GST laws as applicable. The contractor should also comply regarding filing of all the returns to the GST Network/ government departments within the stipulated time every month or such other period as required by the Government. If the contractor does not comply with any of the GST laws and procedures and if CIAL incurs any liability on this account or does not get the input credit from the GST Network/ Government as goods and/or service receiver due to the contractor's failure to comply with the procedures of filing/ uploading of data/ submission of documents etc. in time, then all such liability including the input credit of the GST lost by CIAL and the penalties and interest incurred by CIAL would be the liability of the contractor to be recovered from the Running account bills or security deposits or any other amount payable by CIAL to the contractor. Further the contractor has to provide all GST registration related data to CIAL as per CIAL requirement for updating CIAL's application software.

3.22 Risk and ownership

CIAL shall become owners of goods ordered but all risks, responsibilities; liabilities thereof in all goods shall remain with selected bidder till project completion.

3.23 Liability Limitation

Notwithstanding anything to contrary in the tender, contractor's aggregate liability for direct damages under this contract shall not exceed total contract value including operation and maintenance contract value. This limit shall not apply to damages for bodily injury (including death), and damage to real property and tangible personal property for which contractor is legally liable. The Contractor shall not be liable for indirect and consequential damages However, the penalties as per Clause 3.21 shall not

be considered as an indirect and consequential damage and the contractor's total and aggregate liability for this shall not exceed total contract value including operation and maintenance contract value. The Contractor shall in no event be liable for indirect and consequential damages. CIAL shall provide prompt notice of any third party claim permit contractor to defend such third party claims. This limitation shall not apply to liability that has been finally determined to have resulted from the fraud or other wilful misconduct by or on behalf of bidder.

3.24 Dispute Resolution

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or thing whatsoever in any way arising out of or relating or the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions to otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the arbitrator appointed as per the provision of Indian arbitration and conciliation act, 1996 or any statutory modifications or re-enactment thereof. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the appointing authority for arbitrator as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Case where the amount of the claim in dispute is Rs.50,000/- (Rupees fifty thousand) and above, the arbitrator shall give reasons for the award.

Subject as aforesaid the provision of the Arbitration Act, 1996, or any statutory modification or reenactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or dispute to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The work under the Contract shall, continue during the arbitration proceedings and no payment due or payable to the Contracts shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

The disputes, if any shall be considered within the jurisdiction of Ernakulam, Kerala.

This contract shall be governed by the Indian Laws for the time being in force.

3.25 Warranty and AMC

- a. Warranty of all quoted items shall start from the date of commissioning.
- b. Bidder shall provide comprehensive on-site warranty for all hardware supplied for 5 years period from the date of date of commissioning and 2 years of comprehensive AMC on successful completion of warranty.
- c. Bidder is required to produce OEM's confirmation in OEM's Letter head with serial numbers of hardware supplied for back-to-back warranty all the equipment supplied through this tender for the warranty and AMC period.
- d. The bidder shall provide AMC charges separately.
- e. Support: Onsite OEM support on 24 X 7 basis should be provided for any fault or for troubleshooting fault of the equipment. Support include but not limited to hardware component failure, software upgrades or troubleshooting. In case of hardware failure, spare device/component should be provided on site, within 4 hours of reporting.
- f. Bidder shall provide comprehensive on-site maintenance support for all hardware and software license supplied through this tender document during the warranty and AMC.
- g. Repair/Replacement of hardware and other supplied items inclusive of all types of spare parts.
- h. OEM should audit and certify the deployment.
- i. All ongoing software upgrades for all major and minor releases should be provided during the warranty and AMC period.
- j. Server and storage required for the solution should be sized and ownership of performance on the hardware provided would lie with the bidder.
- k. The contractor should have back to back agreement with each of the product vendors individually, to ensure that respective product support for implementation, operations, maintenance, spares and upgrades is available to CIAL for a minimum period of 7 years from the date of commissioning of the system. Each of the product vendors should also certify direct support of its respective product supplied to CIAL for a period specified above.
- I. Commercial Bid evaluation will be done including AMC charges for a total of 7 years taken together.

3.26 Severance

In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

3.27 Governing Language

The Agreement shall be written in English language. Language of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

3.28 "No Claim" Certificate

The bidder shall not be entitled to make any claim, whatsoever against CIAL under or by virtue of or arising out of this contract, nor shall CIAL entertain or consider any such claim, if made by the bidder after he shall have signed a "No claim" certificate in favour of CIAL in such forms as shall be required by CIAL after the works are finally accepted.

3.29 General Relationship between the Parties

- a) Nothing in this Contract constitutes any fiduciary relationship between CIAL and bidder / bidder's Team or any relationship of employer employee, principal and agent, or partnership, between CIAL and bidder
- b) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract
- c) CIAL has no obligations to the bidder's Team except as agreed under the terms of this Contract

3.29.1.1 No Assignment

The bidder shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of CIAL

3.29.2.1 Survival

The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless CIAL notifies the bidder of its release from those obligations.

3.29.3.1 Entire Contract

The terms and conditions, Scope of Work, etc. laid down in the Tender and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter

3.29.4.1 Governing Law

This Contract shall be governed in accordance with the laws of India

3.29.5.1 Jurisdiction of Courts

The courts of India at Ernakulam, Kerala will have exclusive jurisdiction to determine any proceeding in relation to this Contract

3.29.6.1 Compliance with Laws

The successful bidder shall comply with the laws in force in India in the course of performing this Contract

3.29.7.1 Notices

A "notice" means:

- a) a notice; or
- b) consent, approval or other communication required to be in writing under this Contract

All notices, requests or consents provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed to the correspondence address in the contract and shall be deemed received 7 days after mailing or on the date of delivery if personally delivered whichever is earlier.

Any Party may change the address to which notices are to be directed to it by notice to the other parties.

3.29.8.1 Waiver

- a) Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights
- b) A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision
- c) The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision

3.30 Modification

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

3.31 Intellectual Property Rights

GENERAL

In the absence of prior written agreement by CIAL to the contrary, all Intellectual Property created by or on behalf of the Contractor exclusively and specifically for CIAL in course of the performance of the Services under this Agreement, shall vest in CIAL upon creation and upon receipt of corresponding payment by the Contractor. For avoidance of doubt, this does not include Contractor IP. Prevailing IT Laws of the country and IPR (Intellectual Property Rights) laws have to be complied by the contractor.

Intellectual Property owned by Customer:

The Contractor acknowledges and agrees that all Intellectual Property of CIAL and its licensors in respect of all material or information made available by the CIAL to the Contractor in connection with or for the purposes of the Services shall remain vested in CIAL or its licensors.

Intellectual Property owned by the Contractor:

CIAL acknowledges and agrees that all Intellectual Property of the Contractor (including all the tools, processes, software, utilities, methodology and any Contractor proprietary products or components thereof used in the provision of services hereunder) and its licensors subsisting on the Effective Date or developed independent of the activities under this Agreement including without limitation any modifications, enhancements, inventions, innovations, or developments made thereto or derivatives made there from in the course of the Contractor's provision of Services hereunder, shall remain vested in the Contractor or its licensors ("Contractor IP"). Where, the Contractor incorporates or embodies any Contractor IP or any part thereof which is owned by the Contractor into the Deliverables/work products created for the Customer, to the extent they form part of the Deliverables and will be required for the proper functioning of such Deliverables/work products, the Contractor shall grant to Customer, or shall procure that CIAL is granted a perpetual, non-exclusive, non-transferable, royalty-free licence to use such Contractor IP. CIAL shall not reverse compile, reverse engineer or otherwise attempt to arrive at the source code of any software that is the Contractor IP nor shall sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Contractor IP in favour of any person whether for commercial consideration or not.

Third party products:

All the Intellectual Property Rights (IPR) in the third party products/software/hardware used in providing Services including those forming part of or incorporated into Deliverables referred to in the

technical proposal/Agreement shall remain with the respective third party owners/CONTRACTOR's licensor and CIAL shall have absolute user rights and administrative rights.

Residuary Rights:

Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of the Agreement. For the purposes of clarity CONTRACTOR shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the Deliverables being provided under the Agreement, for any other client or CIAL of CONTRACTOR. Nothing contained in this Section shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party.

However, CIAL reserves the right to integrate any of the product with any other product with/without the help of same/different integrators. Necessary modifications would be done for this. If either the contractor or the product vendor do not perform the duties as per the contract, CIAL reserves the right to get it done at the risk and cost of the contractor.

3.32 Insurance

In order to provide seamless protection to the project, the Contractor's All Risk (CAR)/Erection All Risk (EAR) Policy has to be taken by the Contractor. In the event of any claim under the CAR policy, if any claim is not paid/payable by the insurance company or not payable due to policy excess, it will have to be borne by the contractor. All the responsibilities relating to insurance claims like filing of intimation of loss, furnishing of all the required documents to the insurance company, liasoning with the insurance company for processing the claims etc. for getting the claim passed by the insurance company under the CAR policy should be carried out by the contractor. All other policies as per tender conditions also have to be arranged by the contractor. Further the contractor shall take Employee compensation (Erstwhile Workmen's compensation) policy with common law liability extension with medical cover. CIAL will not be responsible for any delay in work completion due to pending insurance claim or pending receipt of insurance claims from the insurance company.

4 Pre-Qualification Criteria

The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in the tender document. The Bids must be complete in all respect and shall cover the entire scope of work as stipulated in the tender document. The invitation to Bid is open to all Bidders who qualify the eligibility criteria as given below:

Table 1: Pre-Qualification Criteria

Sl.No.	Criteria	Document required
1.	The bids shall be submitted by only the sole bidder; no consortium is allowed in this bid	Declaration in this regard needs to be submitted.
2.	 (a) The Bidder shall be an established company registered under the Companies Act, 1956 or a partnership firm registered under LLP Act, 2008 and in operation for at least 5 years and shall have their registered offices in India. (b) The company must be registered with appropriate authorities for all applicable statutory duties/taxes 	 (a) Valid documentary proof of: Certificate of incorporation Certificate consequent to change of name, if applicable (b) Valid documentary proof of: GST Registration number PAN Number
3.	The average annual financial turnover of the bidder during any one of the last three years should be at least ₹ 30 Crores.	Audited balance sheet for the financial year 2021-22, 2022-23 and 2023-24. All Audited Financial Statements must have got affixed Unique Document Identification Number (UDIN) of Chartered Accountant. In case if Financial Statements does not have UDIN affixed, CA Certificate with UDIN certifying the Turnover of the Company needs to be attached.

Sl.No.	Criteria	Document required
4.	 Bidder should have successfully completed implementation of datacentre / campus networking projects including Core and Distribution switches in India, during the last five years. i. Three completed projects costing not less than ₹ 2.4 crores each or ii. Two completed projects costing not less than ₹ 3 crores each or iii. One completed project costing not less than ₹ 4.8 Crores The value of the work considered will be the SITC part excluding AMC. 	 Work orders confirming year, area of activity and value of contract. Satisfactory completion certificate from client. The satisfactory completion certificate shall be issued by authorized person. CIAL may verify directly with the customer regarding the successful completion of the project.
5.	Certificate by authorized signatory confirming unconditional acceptance of all tender terms and conditions	Unconditional Acceptance letter as per section 8.4
6.	Authorization of signatory for the purpose of this tender	Power of Attorney as per Annexure VI

Note:

- The bids documents uploaded shall be properly aligned with page numbers and index. Relevant portions, in the documents submitted in pursuance of eligibility criterion (1) to (6) mentioned above, shall be highlighted.
- Bidders must ensure that all required documents have been uploaded along with the bid to justify eligibility.
- All pre-qualification criteria should be met by the original bidder itself and not through any partner, joint venture, consortium etc.
- Not more than one tender shall be submitted by a contractor or by firm of contractors.
- No two or more concerns in which an individual is interested as proprietor and /or partner shall tender for the execution of the same works. If they do so all such tenders shall be liable to be rejected.

5 Criteria for Evaluation of Bids

A two-stage procedure will be adopted for evaluation of proposals, with the pre-qualification being completed before the technical evaluation and thereafter financial proposals being opened and compared. Pursuant to the pre-qualification criterion Bidders will be short-listed for technical Bid. Technical Bids will be evaluated only for the Bidders who succeed the pre-qualification criterion. The financial bids of the disqualified Bidders will not be opened. CIAL will review the technical Bids of the short-listed Bidders as per section 5.1.2.

The commercial Bids for the technically qualified Bidders will then be opened and reviewed. Conditional Bids are liable to be rejected.

However, CIAL reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever and without any requirement of intimating the Bidders of any such change.

5.1.1.1 Evaluation of Pre-Qualification Bid

Bidders need to fulfil all the pre-qualification conditions mentioned in <u>Section 4</u> of the tender document. CIAL will examine the Bids to determine whether they are complete, whether the Bid format confirms to the Tender requirements, whether required Tender fee and EMD has been furnished, and whether the Bids are generally in order.

CIAL may waive any non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

CIAL may at any point of time ask clarifications from the Bidders for getting more clarity of the proposal received.

5.1.2.1 Evaluation of Technical Bid

After qualifying the Pre-qualification criteria, Technical Bid document will be evaluated as per the requirements specified in the tender document.

The bidder shall submit the following documentation in detail for the technical evaluation of the bid. The technical bid shall broadly contain the following details:

- Understanding of the project needs.
- > Proposed technical solution to meet the tender requirement etc.
- > OEM associations and support agreement for this project.
- > Proposed project execution methodology.
- ➤ Project Management Plan and week-wise project schedule (with macro and micro activities mentioned).

CIAL may request the Bidders to make a presentation on their proposal to an Evaluation Committee to be constituted for the purpose. It is, however, clarified that, subject to other provisions of this Document, every Bidder will have to comply with the minimum technical specifications laid down in the tender document for being qualified technically.

In order to assist in the examination, evaluation and comparison of Bids, CIAL may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.

5.1.3.1 Evaluation of Financial Bids

The commercial Bids of only the technically qualified Bidders will be opened for further processing. The Bidder who quotes the lowest price shall be considered as L1 and shall be declared as successful bidder.

6 Schedule of Requirement

6.1 Cochin International Airport Limited (CIAL)

Cochin Airport is an international airport serving the city of Kochi, in the state of Kerala, India. Cochin International Airport Limited (CIAL) owns and operates the Kochi Airport, which is the first airport in the country built under Public Private Partnership (PPP) mode. It is also the first ever airport in the world fully powered by solar energy. Cochin Airport, located 28 km north-east of downtown Kochi, the commercial capital of Kerala, is the third busiest airport in the country in terms of international passenger movement and seventh largest in terms of total passenger volume. As of now, the Cochin International Airport caters to 63.5% of the total air passenger movement in Kerala. The airport operates three passenger terminals, including an exclusive Business Jet Terminal which is also India's first charter gateway.

CIAL is planning to identify contractor for the Supply, Installation, Testing, and Commissioning of LAN & Wi-Fi Network Revamping at CIAL. The project is to be implemented in single phase.

6.2 Purpose

The purpose of this bid is to identify a contractor for the Supply, Installation, Testing, and Commissioning of LAN & Wi-Fi Network Revamping at CIAL

Required Components and Services

The selected bidder shall facilitate the following as part of the offered solution to meet the above requirements.

The selected bidder shall facilitate the following as part of the offered solution with necessary hardware and software to meet the above requirements.

- a) Preparation of a project plan and submit for CIAL's approval
- b) Preparation of a design document and submit for CIAL's approval
- c) Supply, Installation, Testing & Commissioning of above components.
- d) User Training to CIAL
- e) Administration Training
- f) Delivery of User Manuals.
- g) Maintenance Support
- h) License Renewal
- i) Provide training and hand holding for the offered solutions.

The selected bidder shall facilitate the following as part of the offered solution with necessary hardware and software to meet the above requirements.

6.3 Project Time Schedule

The total duration of the project is for a period of 4 months from the date of release of work order including final acceptance and testing (FAT), training and submission of documentation.

S. No	Activity	Time of Completion (Days)
1	Acceptance of Work Order	Т
2	Submission of detailed project plan	T+15
3	Commissioning of the Project	T+4 Months

If contractor fails to complete the work within this stipulate time in any phase, Compensation for delay to be paid by contractor will be 1 percent per week of the contract value subject to a maximum of 10% of the contract value.

7 Scope of Work and Specification

The proposed Core Switch, Distribution Switch, Wireless Controller and Access Points shall be from the same OEM. Additionally, the Network Access Control (NAC) solution and the Wired and Wireless Network Management Platform should also be from the same OEM as the switches. However, if the switch OEM does not provide a solution that meets the technical specifications in the tender document, the bidder can propose a third-party NAC and/or Management Platform. In such cases, the bidder must submit a satisfactory completion certificate from a similar sized reputed client, confirming that the proposed solution and hardware have been successfully implemented and operational for a minimum period of six months.

The bidder and OEM should ensure that the proposed solutions should not take any data from any of the monitoring locations to the external world. The bidder should specify required rack space in the technical bid. All the solutions supplied through this bid should integrate with CIAL's NTP server.

The contractor will also ensure compliance with relevant regulations, such as GDPR and DPDPA 2023, along with data backups, user access controls, data encryption, and the safe handling of data.

As part of this tender, the bidder has to supply and install 2 nos of Core switches, 4 nos of Distribution switches, 200 nos of Access Points, 2 nos of Link Load Balancer, Wireless Controller (in HA), NAC (in HA), Management platform, Wired and Wi-Fi Guest solution (in HA) and PM Wani as a service as per the below technical specification.

7.1 Hardware & Software

- 1) All software and hardware to be provided as part of the solution should be licensed to CIAL.
- 2) The bidder needs to provide all the hardware and software required as part of this tender.
- 3) All the hardware supplied should support redundant input power and fan.
- 4) The peak utilization of the Guest Wi-Fi and Guest LAN hardware (not limited to CPU, RAM and Disk etc.) delivered under this tender should not exceed 50% for more than 30 minutes. In case the utilization exceeds above specified limit, the additional hardware has to be provided by the successful bidder to optimize the performance, within the indicated levels, at no additional cost to CIAL during the contract period.
- 5) Storage supplied through this tender shall meet the requirements mentioned in the tender document. If not, the successful bidder should provide the required storage without any cost to CIAL during the contract period.
- 6) The architecture and sizing of the infrastructure as proposed by the bidder, should be certified and endorsed by the OEM in writing and proof of this will have to be submitted. The bidder is expected to provide calculations/ logic employed for arriving at the sizing for entire solution as a part of the technical response.
- 7) All hardware components shall be of the latest generation. The hardware should be from approved makes mentioned in section.
- 8) None of the tools/software/utilities/solutions proposed should be Open-Source. Any bid submitted with Open-Source tools/software/utilities/solutions will be rejected.
- 9) All the equipment supplied must be compatible with Indian electrical standards and codes.
- 10) All accessories for the switches, including SFP modules, power cords, and other components, must be supplied by the same Original Equipment Manufacturer (OEM) as the switches to guarantee complete compatibility and support.
- 11) The bidder shall also supply all fiber patch cords required for the termination of the components provided as part of this tender.

7.2 General Requirements

1	All proposed switches (Core & Distribution) Wireless Controller and Wireless Access Points should be from the same OEM. It should support a single operating system for all switch models proposed as part of the design. The proposed solution should be managed via a single unified management platform. Transceiver modules should be from a same qualified OEM.
2	Shall support Single Operating System binary image for all switch models proposed as part of the design.
3	If any of the supplied product is declared end of support during the contract period of 7 years it will be replaced with suitable equivalent or higher rollover product.
4	All products being quoted should be available as on date with the OEM and should be publicly referenceable.
5	Core switch and Distribution switch shall be integrated to CIAL's SIEM and NDR solution. NAC, LLB, Access Points, WLC and Guest WiFi solution shall be integrated to CIAL's SIEM solution.

7.3 Technical Specifications – Core Switch

	Hardware: Core switch should be modular chassis based with minimum 6 slots, redundant switch processor / controller and Power supply.
	Chassis should have line cards to support following interface configurations
	(a) At least 48 interfaces in total supporting 1/10/40/100Gbps speeds
1	(b) Chassis should be populated with 4 numbers of 40GBASE-LR4 QSFP (Single Mode) optics, 4
	numbers of 10G Base-T Copper SFP+ optics, 4 numbers of 10G Base-LR SFP+ optics, and 2
	numbers of 100GBASE-LR4 QSFP (Single Mode) for switch high availability setup
	(c). All optics should be equally distributed among two/more line cards for line card level
	redundancy and fail-over.
	High Availability Features: Should support Non-Stop Forwarding and Stateful Switchover to
	ensure information between supervisor engines are synchronized to allow the standby
	supervisor engine to take over in sub second time if the primary supervisor fails.
2	Should support hot swappable power supplies, fan trays, switch processors/controllers and line
	cards.
	Components such as switch processors, Line cards, Power-supply and Fan trays should be field
	replaceable.
3	Should support In Service Software Upgrade/Hit less update to provide an upgrade of the entire
	chassis or an individual task/process without impacting hardware forwarding.
	Switch chassis should support minimum 12Tbps(full duplex) overall switching capacity and non-
4	blocking per-slot throughput from day
	Switch should have at least 32 GB DRAM, 16 GB Flash, 80MB Packet buffer.

5	Minimum capacity: IPv4 Routing: 1 million; IPv6 Routing: 1 million; Multicast Routing: 32K; MAC addresses: 256K; ARP entries: 128K; VLANs ID: 4K;
6	The device should be IPv6 ready from day one
7	Must support BGP, MPLS, IS-IS, VRF, VXLAN, OSPF Routed Access, Policy-Based Routing (PBR), PIM SM, and Virtual Router Redundancy Protocol (VRRP) from Day 1
8	Should support STP, MSTP, Private VLAN (PVLAN), First Hop Security, Link Aggregation Protocol (LACP) from Day-1
9	Should support Trunking, Q-in-Q, Shaped Round Robin (SRR) scheduling, Committed Information Rate (CIR), and eight egress queues per port from Day-1
10	Should have AES-256 support with MACSEC-256 encryption algorithm on hardware from Day-
11	During system boots, the system's software signatures should be checked for integrity. System should be capable to understand that system OS are authentic and unmodified, it should have cryptographically signed images to provide assurance that the firmware & BIOS are authentic from Day-1
12	OS should have support for Management automation via Netconf /Yang or equivalent from Day-1.
13	Should support Streaming Telemetry, Net flow /Sflow/Jflow, SPAN, RSPAN or equivalent from Day-1
14	Solution should support Network telemetry analytics
15	Solution should support pairing of two switches into one virtual switch. Solution shall simplify operational efficiency with single control and management plane, scaled system bandwidth with distributed forwarding plane, and assist in building resilient networks from Day-1
16	SDN Readiness: All the proposed switches and access points should support Software Defined Networking (SDN) from the same OEM.
17	The solution should be proposed with all the required licenses to work from Day-1. Should support API from day 1.
18	Scalability: Chassis should support QSFP28 ports and should scale to more than 90 ports in the future without changing the chassis or should support 200 x 50G in the future without changing the chassis. If 50G is not available, then 2 x 25G to be aggregated. Chassis should have enough slots to scale for more than 90 QSP28 in the future.
19	OEM Services: Same day advance hardware replacement, 24x7x365 remote break-fix assistance and software upgrades. Proof of contract from OEM to be submitted. Duration of contract: 5 Year warranty and 2 Year AMC.

7.4 Technical Specifications – Distribution Switch

1	Hardware: distribution switch should be modular chassis with minimum 6 slot based with dual switch processor and dual Power supply. Chassis should have (1) At least 96 interfaces supporting 1/10Gbps speed and 8 x 40/100Gbps speed. (2) Chassis should be populated with 96 numbers of 10GBase-LR (Single Mode) module in which 2 x 10G SMF will be used for High availability and 2 numbers of 40GBASE-LR4 QSFP (Single Mode) for the uplinks.
2	High Availability Features: Should support Non-Stop Forwarding and Stateful Switchover to ensure information between supervisor engines are synchronized to allow the standby supervisor engine to take over in sub second time if the primary supervisor fails. Should support hot swappable power supplies, fan trays, controller and line cards. Components such as switch processors, Line cards, Power-supply and Fan trays should be field replaceable.
3	Should support In Service Software Upgrade/Hit less update to provide an upgrade of the entire chassis or an individual task/process without impacting hardware forwarding.
4	Should have 16GB DRAM, 16GB Flash, Minimum 80 MB Packet buffer.
5	 (1) The switch chassis should support up to 6 Tbps (full duplex) overall switching capacity. (2) Switch should have non-blocking per-slot throughput from day 1. (3) The switch should support minimum 2 Bpps of forwarding rate from Day-1
6	Minimum capacity: IPv4 Routing: Upto 256K; IPv6 Routing: Upto 256K; Multicast Routing: 32K; MAC addresses: 128K; VLANs ID: 4K;
7	The device should be 1Pv6 ready from day one
8	Should support advanced Layer 3 protocol like BGPv4, BGPv6, MPLS, VRF, VXLAN, IS-ISv4, OSPFv3, MP-BGP. Should support STP, PVLAN, First Hop Security, Link Aggregation Protocol (LACP). Should support Trunking, Q-in-Q, Shaped Round Robin (SRR) scheduling, Committed Information Rate (CIR), and eight egress queues per port
9	Should have AES-256 support with MACSEC-256 encryption algorithm on hardware from Day-1
10	During system boots, the system's software signatures should be checked for integrity. System should be capable to understand that system OS are authentic and unmodified, it should have cryptographically signed images to provide assurance that the firmware & BIOS are authentic from Day-1
11	OS should have support for Management automation via Netconf /Yang or equivalent from Day-1. Should support Streaming Telemetry, Net flow /Sflow/Jflow, SPAN, RSPAN or equivalent from Day-1
12	Solution should support pairing of two switches into one virtual switch. Solution shall simplify operational efficiency with single control and management plane, scaled system bandwidth with distributed forwarding plane, and assist in building resilient networks. from Day-1

13	SDN Readiness: All the proposed switches and access points should support Software Defined Networking (SDN) from the same OEM.
14	Solution should be proposed with all the required licenses to work from Day-1
15	Scalability: Chassis should support 60 QSFP+ 40G Ports in the future without changing the chassis and should support 20 x 100G ports for future scalability without changing the chassis. Either 40g or 100G will be considered for future scalability so both should be supported
16	OEM Services: Same day advance hardware replacement, 24x7x365 remote break-fix assistance and software upgrades. Proof of contract from OEM to be submitted. Duration of contract: 5 Year warranty and 2 Year AMC.

7.5 Technical Specifications – Access Points

1	Access Point shall support tri radio operation with 4x4 MIMO on 5 GHz, 6GHz and 2.4 GHz radio interfaces.
2	Access Point shall be able to support Multigigabit Ethernet, support 1Gbps to 2.5Gbps PHY speed using single Cat5e or above (Cat6, Cat6a, Cat7) cable
3	Access Point shall support MU-MIMO and OFDMA.
4	Access Point should have at least Bluetooth5 radio to support use cases of location, asset tracking and analytics.
5	Access Point should be IOT ready and should have USB port for future requirements.
6	Access Point shall be able to power up using 802.3at power with full radio operation and should support 802.3bt UPoE to provide additional power to USB connected device (for IoT use cases). AP should also support DC input as an option.
7	Access Point shall have dedicated radio/chipset for spectrum monitoring capabilities, WIPS and off channel RRM without compromising/using the client serving radios.
8	Access Point shall support hardware driven beamforming.
9	Minimum Antenna Gains: 2.4GHz: 2.5 dBi, 5GHz: 5 dBi and 6GHz: 4dBi. Must support minimum of 23 dbm of transmit power in all 2.4GHz, 5GHz & 6GHz Radios. Must have -97 dB or better Receiver Sensitivity. All Radios should follow the local regulatory Norms.
10	Must Support aggregate data rate up to 7.5 Gbps.
11	Must support AP enforced load-balance between 2.4GHz and 5GHz band.
12	Access point should support software-defined access radio configuration: 2.4GHz + 5GHz + 6GHz or 2.4GHz + Low 5GHz + High 5GHz (i.e. Reconfiguration Capability: The AP should support reconfiguration between lower and upper 5 GHz bands until the 6 GHz band usage is permitted in India.
13	Must incorporate radio resource management for power, channel and performance optimization

14	Must support Proactive Key Caching and/or other methods for Fast Secure Roaming. Must support Management Frame Protection. Should support locally significant certificates on the APs using a Public Key Infrastructure (PKI).
15	Access Points must support Hardware-based encrypted user data and management traffic between controller and Access point for better security.
16	Must be plenum-rated (UL2043).
17	Access Point must continue serving clients when the link to controller is down. It should also have option to authenticate user through Radius server directly from Access Point during link unavailability to controller.
18	Must support telnet and/or SSH login to APs directly for troubleshooting flexibility.
19	The access points shall offer both wall and ceiling mounting options. The mounting bracket must be from the same OEM as the access point.
20	Must support QoS, Video Call Admission Control capabilities and 802.11e and WMM
21	Access point should be Wi-Fi alliance certified for Wi-Fi 6 (R2), Wi-Fi 6E, WPA3-R3, WPA3-Suite B and Bluetooth SIG for Bluetooth low energy.
22	Complete Wireless Solution should be on-prem with controller redundancy in High availability.
23	Solution to support advanced assurance, advanced analytics, asset tracking and location based engagement from day 1.
24	The access switches at CIAL are Cisco Catalyst 2960 Series POE switches. The supplied access points shall be powered directly through the POE functionality of these switches, provided it is within the total power budget of the switch. However, if the access points cannot be powered by the existing switches, a POE injector from the same OEM must be supplied by the bidder.
25	Solution should support AI for radio capabilities and AI based analytics for predictive
25	troubleshooting. Solution should support application level performance visibility to understand the user experience
	OEM Services: Next business day advance hardware replacement, 24x7x365 remote break-fix
26	assistance and software upgrades. Proof of contract from OEM to be submitted. Duration of contract: 5 Year warranty and 2 Year AMC.

7.6 Technical Specifications – Wireless Controller

1	The on-premise wireless controller (Hardware/Virtual) shall be capable to support 250 AP and 5,000 clients from day 1. It shall be scalable to accommodate up to 3,000 AP's and 30,000 Clients.
2	Controller redundancy should be proposed. Wireless controller shall support link aggregation and load sharing between Access Point to WLC links.
3	The controller shall be proposed with complete feature set including licensed feature from day 1.

High Availability mode shall allow geographically dispersed installation between Controllers.
Access Point shall be able to proactively distributes Client connection before and after association and tracking client condition in real time using data packet RSSI.
The controller shall support Inter-Controller Wireless Roaming across different terminals.
The controller shall be able to support multiple RF Management profile per group of APs, including Transmit Power Control and Dynamic Channel Assignment on both 2.4GHz, 5Ghz. For the 6GHz in the future.
The controller shall support per-user and per-WLAN based application recognition and control that throttle usage by rate-limiting
The controller shall provide policy-based mDNS gateway including chrome cast gateway.
The controller shall provide Device Profiling using multiple profiling methods to reduce false detection
The controller shall provide rule-based rogue classification and automatically run rogue mitigation action
The controller shall be able to detect user device connection to Rogue Access Point and contain it automatically. It should also support protection from Honeypot or Evil twin.
The controller's image upgrade shall be done through secure, encrypted transport
The controller shall be able to provide unique pre-shared keys to the devices that do not support the 802.1x security protocol
The controller shall support mapping of specific VLANs to single SSID, depending on Access Point location and user
The controller shall support packet fragmentation between Access Point and controller communication
The solution shall support AAA Integration and API Integration for Airport guest access and other various use cases
Complete Wireless Solution should be on-prem with controller redundancy or should have appliance installed in the DC for the WLAN management in HA. The controller shall be compatible with the Access Point proposed by the bidder.
OEM Services: Same day advance hardware replacement, 24x7x365 remote break-fix assistance and software upgrades. Proof of contract from OEM to be submitted. Duration of contract: 5 Year warranty and 2 Year AMC.

7.7 Technical Specifications – Management Platform

1	The proposed management platform will be hosted on-premise and will have the capability to manage both Wired and Wireless Networks at CIAL. Solution should have command and control center in the form of single pane of glass to discover, configuration provision, monitor, manage, analyze and troubleshoot the network.
2	Solution should support scale of 5,000 (Switches, Access points and wireless Controllers) devices and support all of them in the same platform

3	Solution should have self learning capabilities like discovering the devices, getting onboarded using Plug and play and creating a topology automatically. Network discovery using LLDP, SNMP, IPDT, ARP Entries for host discovery.
4	Solution should support templates for devices configurations and workflows for AP Configuration, replace older AP with newer AP models, Applications hosting etc.
5	Solution should have capabilities to integrate with SNMP, SYSLOG, DHCP, DNS, sflow / NetFlow Servers etc. etc. to capture the network data.
6	Solution should provide complete inventory of network devices along with firmware details, also should support upgrade and downgrade of the firmware
7	Solution should provide Compliance against Configuration, Firmware, Network profile and Security Vulnerability
8	Solution should have RMA workflow defined to replace the faulty devices with similar device and push right firmware, configuration and licenses to provide LAN automation. RMA Process should be automated, and it should automatically replace the device in NAC, Cert Server and NMS database
9	Solution should provide Application visibility using Deep Packet Inspection and should provide visibility for known and custom applications along with SAAS based cloud applications.
10	Solution should support integration with Ticketing system (ITSM) to open and close the tickets automatically
11	Solution should have capabilities to integrate with 3rd parties using North bound REST APIs
12	Solution provides POE dashboard for Endpoint devices that are pulling too much power, as well as switches that are approaching overload, are flagged. Granular visibility shows the available power on any switch for quick installation of IoT endpoint devices
13	Solution should provide Weekly and daily report to executives giving a summary of how their network is performing with insights into network devices, clients, and applications.
14	Solution should provide following reports - Device CPU, Memory utilization, Interface Utilization, AP, AP Radios, Rogue AP/WIPS - Threat details, Client performance, Executive summary of Client, Network and Applications performance, Network discovery inventory, Compliance, EOL and Licenses.
15	Solution should have capabilities to alert/alarm the IT team when the issues detected over the network e.g. reachability issues, device health, link utilization and network issues etc. etc. and it should be categorized against criticality and shown under category like P1, P2, P3 on the dashboard
16	Solution should have advance capabilities like AI and ML to identify deviations and throughput drop relate issues across the network.

17	Solution should have automation to provide root cause analysis against poorly connected devices, applications, clients or communication issues for the problem and recommendations to fix problem over the network (wired and wireless) in couple of minutes using AI/ML and existing knowledge base.
18	Solution should have capabilities to monitor the health of network devices, wired and wireless clients connected to the devices and application accessed over the network with latency, loss information
19	Solution should detect rogue AP/devices over the WLAN and display the place of the rogue device on the floor map.
20	Solution should provide visualization with location intelligence on map about rouge devices, honeypot, devices sending authentication flood, association flood, interference, etc with AP and site details on dashboard
21	Solution should provide Network services analytics for Wired and Wireless LAN - Any end point-based Client take service from DHCP, DNS and AAA, if these services servers are impacted then the client performance will get dropped hence to improve the visibility. Solution should check the health of the critical services by measuring latency, transaction count etc.
22	Solution should have Intelligent packet capture capability which allows admin to access the data from APs that is not available from the wireless controllers. Network admin can ask user to connect on wireless and admin can lively capture the packets partially / fully or can be scheduled.
23	Solution should provide dashboard to view the dynamic baselines created by AI/ML for key onboarding KPI's like onboarding time, DHCP Time, Authentication Time and Association failures of clients
24	Trust analytics - Malicious/rogue device detection on the basis of communication pattern over the network
25	Solution should provide the aggregated coverage, onboarding, roaming, and connection speed KPI statistics for sites that fall below the performance thresholds under site analytics.
26	OEM Services: Next business day advance hardware replacement, 24x7x365 remote break-fix assistance and software upgrades. Proof of contract from OEM to be submitted. Duration of contract: 5 Year warranty and 2 Year AMC.

7.8 Technical Specifications – Network Access Control (NAC)

1	CIAL plans to implement an on-premise NAC solution for both wired and wireless users. CIAL is currently using Cisco Identity Services Engine (ISE) as a NAC solution for wireless users. Currently there is no high availability deployed for the NAC. Bidder shall supply add-on licenses as per below requirement or supply new NAC solution replacing the ISE. In any case, bidder should deploy high availability for NAC.
2	The solution should support 750 User based endpoints and 600 headless IP connected devices (camera, access control etc.) from day 1. Same solution should be scalable enough to support 2,500 Network devices in total.

3	CIAL has end hosts configured with Static IP. The proposed solution should be compatible for this environment.
	The NAC solution should be capable of being bypassed in the event of a failure.
4	The Solution should provide a highly powerful and flexible attribute-based access control solution that combines authentication, authorization, and accounting (AAA); posture; profiling; and guest management services on a single platform. It should allow CIAL to authenticate and authorize users and endpoints via wired, wireless, and VPN with consistent policy. Utilizes standard based RADIUS protocol for authentication, authorization, and accounting (AAA).
5	Manages endpoint access to the network with the Endpoint Protection Service, which enables administrators to specify an endpoint and select an action - for example, move to a new VLAN, return to the original VLAN, or isolate the endpoint from the network entirely - all in a simple interface.
6	Solution should have finer granularity while identifying devices on CIAL network with Active Endpoint Scanning. Should have predefined device templates for a wide range of endpoints, such as Desktops, laptops, Printers, IP cameras, smartphones, tablets and IP phones.
7	Augments network-based profiling by targeting specific endpoints (based on policy) for specific attribute device scans, resulting in higher accuracy and comprehensive visibility of the network.
8	It should allow administrators to create their own device templates. These templates can be used to automatically detect, classify, and associate administrative-defined identities when endpoints connect to the network. Administrators can also associate endpoint-specific authorization policies based on device type.
9	Solution must allow administrator to add exception for certain device properties in the device templates/ device profiles available in the solution to filter unintentionally picked parameters of endpoints.
10	Delivers customizable self-service portals as well as the ability to host custom web pages to ease device and guest on-boarding, automate endpoint secure access and service provisioning, and enhance the overall end-user experience inside business-defined workflows
11	Provides complete guest lifecycle management by empowering sponsors to on-board guests.
12	The solution should support: (1) guest users onboarding through social media login to simplify the registration process. (2) sponsor approval for guest users connecting into the network and the approval request should have control from multiple sponsors to avoid single point of failure. (3) complete guest lifecycle where Sponsor should be able to Extend, Suspend and reinstate guest accounts with reasons.
13	Offers comprehensive visibility of the network by automatically discovering, classifying, and controlling endpoints connected to the network to enable the appropriate services per endpoint. Enforces security policies by blocking, isolating, and repairing noncompliant machines in a quarantine area without requiring administrator attention.
14	The NAC solution should be able to integrate with NDR and SIEM solution. NAC shall be integrated with SMS gateway for authentication of guest users.

15	Offers a built-in monitoring, reporting, and troubleshooting console to assist helpdesk operators and administrators streamline operations
16	The NAC solution should be able to block unauthenticated/rogue machines without giving any access to the network. The NAC solution should be able to control the user even before IP address is assigned. It should act as a pre-admission solution.
17	The solution should provide full TACACS+ capability including enable password, configuration present/Command Authorization for different network device types.
18	Offers a rules-based, attribute-driven policy model for creating flexible and business-relevant access control policies. Provides the ability to create fine-grained policies by pulling attributes from predefined dictionaries that include information about user and endpoint identity, posture validation, authentication protocols, profiling identity, or other external attribute sources. Attributes can also be created dynamically and saved for later use
19	Supports a wide range of authentication protocols, including PAP, MS-CHAP, Extensible Authentication Protocol (EAP)-MD5, Protected EAP (PEAP), EAP-Flexible Authentication via Secure Tunneling (FAST), and EAP-Transport Layer Security (TLS).
20	Provides a wide range of access control mechanisms, including downloadable access control lists (dACLs), VLAN assignments, URL redirect, and Security Group Access (SGA) tagging. Duration of contract: 5 Year warranty and 2 Year AMC.

7.9 Technical Specifications - Link Load Balancer

Requirements:

The link load balancer should be able to load balance and ensure continuous availability for the web applications hosted inside CIAL network. The configuration of the same, to work with the CIAL's perimeter firewall.

Duration of contract: 5 Year warranty and 2 Year AMC.

Hardware

- 1. Should be appliance based solution with purpose built hardware.
- 2. Should be rack mountable and mounting kit has to be supplied
- 3. The appliance should have a minimum of 2 x 10GbE SFP+ & 8 x 1GbE RJ45
- 4. The appliance should have 6 Gbps of system throughput.
- 5. Appliance should provide full IPv6 support.
- 6. Should have a minimum of 16 GB RAM.
- 7. Appliance should have integrated redundant hot swappable power supply and fan unit.

Load balancing Features

- 1. Should handle multiple internet links in Active-Active load balancing and active-standby failover mode.
- 2. Should have Static NAT and Port based NAT
- 3. Should have IPV6 with IPv6 to IP4 and IPv4 to IPv6 translation.
- 4. Domain name support for outbound link selection for FQDN based load balancing.

- 5. Should support eroute functionality. i.e. provide a method to direct outbound traffic to a preferred route based on the IP (source and destination), port (source and destination), protocol type, and gateway.
- 6. In case of link failure, the device should detect it in less than 30 seconds and divert the traffic to other available links.
- 7. Shall provide individual link health check based on physical port, ICMP Protocols, user defined ports and destination path health checks.
- 8. Should have persistency features including RTS (return to sender) and IP flow persistence.

High Availability and Cluster

- 1. Should provide comprehensive and reliable support for high availability and N+1 clustering based on Active-active & active standby unit redundancy mode.
- 2. Stateful session failover with N+1 clustering support when deployed in HA mode
- 3. Should have floating MAC address to avoid MAC table updates on the upstream routers/switches and to speed up the failover
- 4. Should support for secondary communication link for backup purpose
- 5. Should have floating IP address and group for stateful failover support
- 6. should have built in failover decision/health check conditions including, CPU overheated, system memory, process health check, unit failover and reboot
- 7. Configuration synchronization at boot time and during run time to keep consistence. configuration on both units.

Security and Application Performance

- 1. Should provide performance optimization using TCP connection multiplexing, TCP buffering and IEEE 802.3ad link aggregation.
- 2. Should support QOS for traffic prioritization.

Centralized Management

- 1. The appliance should have SSH CLI, Direct Console, SNMPv3.
- 2. The appliance should provide detailed logs and graphs for real time and time based statistics.

7.10 Technical Specifications – Guest Wi-Fi & Guest Wired LAN

7.10.1 Guest Wi-Fi

The software solution is designed to provide seamless guest Wi-Fi access for passengers at CIAL. The solution shall be hosted **on premise in High Availability mode**. CIAL currently has 135 access points (APs) across the terminal and office areas. The plan is to replace these APs with new ones in the same locations, allowing the bidder to utilize the existing passive components. Additionally, 65 new APs will be installed at new locations, and the bidder will be responsible for the associated cabling and terminations.

The Guest Wi-Fi system shall allow for variable bandwidth allocation (e.g., 10 Mbps, 20 Mbps, 30 Mbps, etc.) per user device in different areas of the terminal. This allocation will be configurable by an authorized system administrator and will be based on the MAC ID of the user devices.

The bidder will be responsible for operating the Guest Wi-Fi service throughout the 7-year contract period. This includes providing the user authentication system and an SMS/WhatsApp gateway to send passwords to users. The bidder must supply, install, and manage the required equipment and services. The cost for these services should be included in the commercial bid. The SMS service provided must be transactional, capable of delivering messages to all mobile connections (domestic and international), including those with DND (Do Not Disturb) activated, on a 24/7 basis.

The system must be capable of sending SMS to both domestic and international mobile numbers. It should maintain 99.9% availability, with no more than one user authentication failure per day. Suitable penalty will be charged for the non-availability of the services as per the tender condition.

The contents of captive portal page and pass-code SMS/WhatsApp shall be decided by CIAL. The periodic updation of page design, contents etc. shall be done by the contractor as per the requirements of CIAL without any additional cost to CIAL.

The CIAL LAN shall be utilized for providing Wi-Fi Facility. A separate VLAN will be created for the same. CIAL reserves the right to carry out third-party security audits of the system including Vulnerability and Penetration Testing (VAPT) during the Contract Period. Also, the system may be subject to periodic regulatory audits. In case of any issues found in these audits, the contractor has to carry out the necessary changes to the system and/or software; without any additional cost to CIAL.

The necessary license for operating the system, software/ hardware updates etc required for operating the system for the entire contract period shall be included in the contract. No additional expenditure shall be incurred to CIAL regarding this.

The system is designed to ensure that the onboarding process for a guest to the WiFi is completed within 10 seconds. There should be no performance issues, such as slowness in loading captive portal, failure to release IP addresses, or any other performance-related problems with the guest WiFi system.

The server required for this purpose will be a dedicated physical server. The storage system will be designed to retain records of all internet access sessions for each user for a duration of one year. These records will be searchable based on various criteria such as Date & Time, User ID, IP address, MAC address, Mobile Number, etc.

The software and hardware will be designed to support up to 2,000 simultaneous guest Wi-Fi users. The system will also accommodate multiple ISP terminations with load balancing functionality.

All necessary hardware and software to meet the specified requirements will be supplied, implemented, integrated, and maintained by the contractor. The contractor will be responsible for the costs associated with integrating the SMS and WhatsApp Gateway, including any recurring charges for SMS or WhatsApp API calls. Currently, the average daily SMS usage is approximately 3,500 to 4,000 domestic messages and 50 to 75 international messages. WhatsApp integration has not yet been established.

The bidder is required to provide a quote for recurring charges, including SMS, WhatsApp charges, support costs, and any other components related to Guest Wi-Fi and Guest Wired LAN, for the 7-year contract period.

The solution shall be integrated to CIAL's SIEM solution.

7.10.1.1 Authentication

The Wi-Fi service will be available to passengers through a variety of authentication methods.

1. SMS Authentication

Captive Portal will be loaded automatically on selecting the Wi-Fi SSID.

Users need to select SMS Authentication.

The user input their phone number on the Wi-Fi Captive Portal.

The user receives a unique OTP via text message.

The user enters the OTP into the appropriate field.

The Wi-Fi network verifies the OTP and grants or denies access.

2. WhatsApp Authentication

Captive Portal will be loaded automatically on selecting the Wi-Fi SSID.

Users need to select WhatsApp Authentication.

Temporary WhatsApp access (no other internet access) to be provided to users (say 3 mins) and push pop-up message to complete the KYC process.

The user is prompted to enter their WhatsApp phone number.

The user receives a unique OTP via WhatsApp message.

The user enters the OTP into the appropriate field.

The Wi-Fi network verifies the OTP and grants or denies access.

3. Voucher based Authentication

The system will enable the generation of vouchers, which consist of a combination of letters and digits. Admin can customize the length and format of the vouchers. Vouchers can be generated either individually or in bulk. Captive Portal will be loaded automatically on selecting the Wi-Fi SSID. The user needs to enter the voucher code in a captive portal to authenticate. Admin can configure to limit time and bandwidth of Wi-Fi voucher. Also requires the option to create vouchers with expiry date.

4. Kiosk based Authentication

Users will need to scan their passport using the attached passport reader at the kiosk. Once the scan is successful, the kiosk will display a QR code on the screen. Scanning this QR code with a mobile phone will automatically connect the user to the Wi-Fi. The usage shall be tracked and linked to the passport number received. The bidder is responsible for supplying all required software, hardware, including the operating system and passport readers. A total of **four (4) Wi-Fi kiosks** will be supplied as part of this contract. In the future, CIAL may purchase additional kiosks, and the contractor must install the necessary software to ensure their functionality.

5. CIAL Mobile App based Authentication

Signed in users of CIAL Mobile App can be able to connect Wi-Fi without separate authentication.

6. Device Authentication

MAC based auto login

7.10.2.1 Captive Portal capabilities

Create Customizable Login Pages:

 Administrators can design fully customizable login pages with personalized branding, such as logos, colours, and custom HTML/CSS elements.

Device-Based Login Pages - Mobile (Android & iOS) / Laptop (Windows, Linux, MAC):

• The captive portal dynamically adjusts the login page layout based on the device type, providing an optimized and user-friendly experience for mobile devices (Android & iOS) and laptops/desktops (Windows, Linux, macOS).

Create Page for SMS/WhatsApp OTP-Based Login:

The captive portal can integrate SMS or WhatsApp OTP (One-Time Password)
 authentication for a secure, seamless login process, where users receive an OTP to verify
 their identity.

Promotions and Branding Options:

• The portal can display promotional content, advertisements, or special offers on the login page or after authentication, while also providing customization options for branding elements such as logos, fonts, and colours to enhance marketing efforts.

7.10.3.1 General Functionalities: System Management

1. IP Pool Management

 System shall support administrators to define and allocate ranges of IP addresses for dynamic assignment to devices on the network, ensuring efficient use of available IPs and preventing conflicts.

2. DHCP and DNS

• The system shall support DHCP (Dynamic Host Configuration Protocol) for automatically assigning IP addresses to devices and DNS (Domain Name System) for resolving domain names to IP addresses, ensuring smooth network connectivity.

3. Console & Secured Access (SSH)

 The system shall allow Console access and secure SSH (Secure Shell) connections provide administrators with encrypted remote access to configure, monitor, and manage the system securely from any location.

4. Diagnostic Tools

 Diagnostic tools help administrators troubleshoot network issues by providing real-time insights into device statuses, traffic patterns, and performance metrics, enabling quick issue resolution.

5. Basic Firewall System

 The system shall include basic firewall features to control incoming and outgoing network traffic based on predefined security rules, enhancing the network's protection against unauthorized access.

6. Syslog Configurations

System shall support Syslog configurations to send logs of network events and system
messages to a remote server, helping with centralized monitoring, auditing, and
troubleshooting.

7. Data Backup and Restore

System shall support Data backup and restore functionalities

8. MAC Whitelist/Blacklist

• System shall support MAC whitelist/blacklist feature lets administrators control network access by specifying which devices can connect (whitelist) or are blocked (blacklist) based on their unique MAC addresses.

9. Bandwidth Management

• The system shall support tools that allow administrators to monitor and control the amount of bandwidth used by each device or user on the network, ensuring fair distribution and preventing congestion.

10. Committed and Burstable Bandwidth

 System shall support both committed bandwidth (guaranteed minimum speed) and burstable bandwidth (additional speed during peak demand), providing flexibility to meet varying traffic needs.

11. Individual and Shared Bandwidth Quota

• System shall support Individual and shared bandwidth quotas allow administrators to set limits on data usage for both single users and groups of users, preventing excessive usage and promoting fair network usage.

12. Bandwidth Scheduling & Fair Usage Policy

• System shall support administrators to allocate bandwidth at specific times of day, while a fair usage policy ensures that no single user consumes more than their fair share of network resources, especially during peak hours.

13. Restrict Users Based on Data and Bandwidth

• System shall support administrators to restrict or limit user access based on their data consumption or bandwidth usage, helping to ensure fair use of resources and prevent overuse by individual users.

7.10.4.1 Load Balancing Functionalities

1. Supports Multiple ISP WAN Links

• The system shall support multiple ISP WAN links, allowing for redundancy and failover between different internet connections

2. Weight-Based Round Robin Traffic Balancing

• The system shall support Weight-based round robin traffic balancing distributes network traffic across multiple WAN links based on assigned weights, enabling administrators to prioritize traffic flow to higher-capacity links and achieve optimal bandwidth utilization.

3. Immediate Failure Detection

The system shall support monitoring of the health of active WAN links.

7.10.5.1 Administration Functionalities

1. Role-Based Multiple Level Administration (ACL) for Admin GUI & Console

 The system shall support Role-based access control (ACL) allows the assignment of different administrative roles with varying levels of permissions to both the admin GUI and console, ensuring that users have appropriate access rights based on their responsibilities.

2. Change Password Options

• The system shall support secure password management options, enabling administrators and users to change passwords regularly to maintain security and comply with organizational policies.

3. Multi-functionality Dashboard Facility

 The system shall support multi-functionality dashboard offers a comprehensive, customizable interface that provides real-time insights into system performance, user activity, traffic statistics, and other critical metrics, all in one place for efficient network management.

7.10.6.1 Report Functionalities

1. Audit Reports

• The system shall support Audit reports track and log user activities, system changes, and access events, providing a detailed history for security analysis, compliance monitoring, and troubleshooting.

2. Reports in CSV and PDF Format

• The system shall support eexport of reports in CSV and PDF formats,

3. Usage Report

• The system shall support Usage reports provide detailed information on network consumption, including data usage by individual users or devices, helping administrators monitor bandwidth usage and enforce usage policies.

4. Diagnostic and System Health Check Tools

• The system shall support ddiagnostic and system health check tools provide real-time data on the status of the system and network components, enabling administrators to proactively identify issues, assess performance, and ensure optimal operation.

5. MIS & BI Reports

• The system shall support mmanagement Information System (MIS) and Business Intelligence (BI) reports aggregate data for in-depth analysis, offering actionable insights into network performance, user behavior, and overall system trends to support strategic decision-making.

7.10.7.1 Security Functionalities:

1. Block Domains and Ports

 Web content filtering allows administrators to block access to specific domains or ports, preventing users from reaching unauthorized or potentially harmful websites or services.

2. Block Based on Web Categories, Keyword, and Application

 The system can filter and block web content based on predefined categories (e.g., social media, gaming), specific keywords, or applications, helping to enforce organizational policies and maintain productivity.

3. Protocols Supported: HTTP, HTTPS

 The filtering solution supports both HTTP and HTTPS protocols, ensuring that secure (SSL/TLS-encrypted) websites are also subject to content filtering and blocking based on configured rules.

4. Block Malware, Adult Sites

• The system can block access to malicious websites and adult content, enhancing security and ensuring that users are protected from harmful or inappropriate online material.

7.10.8.1 Log Management

Need to record all internet access sessions of each user for a period of 1 year which can later be searched out based on the Date & Time /User ID/ IP/Mac / Mobile No etc. All the necessary user logs shall be maintained in compliance with Indian government regulations during the contract period of 7 years. If changes in government regulations, legal, or statutory requirements on log management, the contractor shall implement same at no extra cost within the contract period.

The contractor will also ensure compliance with relevant regulations, such as GDPR and DPDPA 2023, along with data backups, user access controls, data encryption, and the safe handling of data.

7.9.2 Guest Wired LAN

All features, except for SMS and WhatsApp authentication (Voucher, Kiosk etc) mentioned in section 7.8.1, shall also apply to Wired LAN.

7.11 Technical Specifications – Server

1	Below specifications are minimum requirement. In case if bidder needs higher capacity / features to run the proposed WLAN Controller, network management platform and NAC, the same should be factored in addition to the below specification.
2	Minimum two servers to deployed for HA as per following minimum specifications: DC: Two Latest Intel Xeon Scalable processors each having min 32 Cores 2.5 GHz clock speed, 60MB Cache. Should support 32 DDR5 DIMM slots RDIMMS& LR DIMMS supporting speeds up to min 5600MT/s and scalable up to 4TB of Memory. Server should be configured with 512GB 5600Mhz memory. DR: One Latest Intel Xeon Scalable processor having min 32 Cores 2.5 GHz clock speed, 60MB Cache. Should support 32 DDR5 DIMM slots RDIMMS& LR DIMMS supporting speeds up to min 5600MT/s and scalable up to 4TB of Memory. Server should be configured with 256GB 5600Mhz memory.
3	Should have platinum rated redundant Power Supply. Should support up to 10 SFF SAS/SATA hard drives (HDDs) or SAS/SATA/NVMe solid state drives (SSDs). Should have 12Gbps SAS RAID controller with 4GB Cache supporting RAID 0,1, 5, 6,10, 50, 60 supporting capacity drives configured in system. System should be configured with 4x 1.9TB SSD Drive in RAID 5. Each Server should be configured with 2x 240GB using latest M.2 SSD Drives.
4	Should have at least 3x PCle Slots, Minimum 4x 1GBas-T network interfaces and 4x 10Gbps fiber Ports using Intel x710 adapter. Populated with 4x 10G SFP modules.
5	Certified to use Microsoft Windows Server, Hyper-V, VMWare, Red Hat Enterprise Linux (RHEL), SUSE Linux Enterprise Server (SLES), Oracle.
6	Integrated diagnostics and Power monitoring and reporting, Dynamic Power capping.

7	System should support multiple management interface like Web UI, CLI and XML API. Management solutions should be able to manage different form factor hardware and provide a single console. Real-time out-of-band hardware performance monitoring & alerting. Remote Power On, Off and reset from Web UI, XML API and KVM.
8	Zero-touch repository manager and self-updating firmware system, Automated hardware configuration and Operating System deployment to multiple servers
9	Virtual IO management / stateless computing. The server should support industry standard management protocols like IPMI v2 and SNMP v3 and Redfish v1.01. Console record and play, Virtual Media, LDAP & HTML5 remote control.
10	The management software should participate in server provisioning, device discovery, inventory, diagnostics, monitoring, fault detection, auditing, and statistics collection.
11	Server management system should provide an alert in case the system is not part of OEM Hardware Compatibility list & should provide anti-counterfeit.
12	The proposed management solution should provide proactive security & software advisory alerts and should outline the fixes required to address the issues.
13	The proposed management solution should analyze current configurations & identify potential issues due to driver & firmware incompatibility
14	The Hardware should be IPV 6 Compliant ready
15	OEM Services: Same day advance hardware replacement, 24x7x365 remote break-fix assistance and software upgrades. Proof of contract from OEM to be submitted. Duration of contract: 5 Year warranty and 2 Year AMC.
16	The necessary hypervisor license shall be provided for the entire contract period. Duration of contract: 5 Year warranty and 2 Year AMC.

7.10.1 Minimum Sever Sizing

Below specifications are minimum requirement. In case if bidder needs higher capacity / features to run the proposed WLAN Controller, Network Management platform and NAC, the same should be factored in addition to the below specification.

Instance	vCPU	DRAM(GB)	HDD(GB)	NIC	Hypervisors
Wireless Controller	8	16	16	4 x 10Gbps	ESXi, KVM, Hyper-V,
NAC	16	32	1200	2 x 1Gbps	ESXi, KVM, Hyper-V,
Management Platform	32	256	3000	2 x 1Gbps	ESXi, KVM, Hyper-V,
Total	56	304	4216		

7.12 Approved Makes:

SI No	Item	Approved Make
1	Core Switch	Cisco, Juniper, Arista
2	Distribution Switch	Cisco, Juniper, Arista
3	Access Point	Cisco, Juniper, Arista
4	Wireless Controller	Cisco, Juniper, Arista
4	Servers	Dell, HP, Cisco
5	Link Load Balancer	F5, Radware, Array
6	Data cablings & Terminations	Molex, Amp, Systimax, Krone, Legrand, Actassi

7.13 PM-WANI as a Service

The Bidder is required to implement the PM-WANI Wi-Fi solution as a service using a PDOA (Public Data Office Aggregator) that is registered with the DoT (Department of Telecommunications) Central Registry. The goal is to provide seamless internet access for passengers and visitors. During the installation phase, the bidder shall strategically place access points.

The PDOA chosen by the bidder must have successfully implemented public Wi-Fi solutions at least at two locations in India. The bidder is required to provide details of the selected PDOA for this tender, along with evidence of their previous PM WANI implementation references.

The bidder has to cover the entire passenger movement area of the terminal without any blind spot. The bidder has to deploy a minimum of 25 numbers of Access Points.

The bidder will bear all costs associated with the implementation, operation, and maintenance of the PM-WANI system. The bidder will also be responsible for providing the Internet connection for the Wi-Fi service. CIAL will provide only the rack space for installation. The bidder will be responsible for operating the PM-WANI Wi-Fi service throughout the 7-year contract period. After the contract period, the bidder has to remove the hardware installed exclusively for the PM-WANI implementation.

All materials supplied for the execution of work/services shall be of the latest technology to ensure optimal coverage throughout the premises. The technical specifications must align with the guidelines outlined in the PM-WANI framework, as per the official DoT portal (https://dot.gov.in/data-services/2826?In=en).

In the event of any changes in the PM-WANI guidelines or specifications during the contract period, the bidder is obligated to implement the updates in the PM-WANI infrastructure at CIAL without any additional cost to CIAL.

The Wi-Fi network and its login page must be secure, protecting users from potential threats such as data theft, identity theft, malware, and viruses. The bidder must implement robust security measures to ensure the safety of all users.

The bidder must obtain all necessary approvals, permits, and licenses from relevant authorities, including government departments, local civic authorities, DoT, TRAI, and any other statutory or regulatory bodies, at their own cost.

All access points installed throughout the airport premises must be vibration-proof to ensure long-term operational stability. The management of user KYC data should comply with the governing laws of the land. The bidder must ensure that user data is maintained in accordance with DoT guidelines issued from time to time.

The bidder must submit all relevant documentation, including licenses, operating manuals, and technical specifications, to CIAL for review and record-keeping.

The bidder shall be responsible for the installation of all supplied hardware, network/power cabling and terminations. The cost associated with PM-WANI service may be quoted in yearly AMC charges.

CIAL may avail PM Wani service for more number of Access Points in future. The bidder has to quote additional per Access Point cost for PM Wani as service as rate only item. This rate will remain valid for the entire duration of the contract.

8 Format for Response to the tender: Pre-Qualification Bid

This section provides the outline, content and the formats that the Bidders are required to follow in the preparation of the Pre-Qualification Bid

8.1 Pre-Qualification Bid Letter

To

The Managing Director
Cochin International Airport Limited (CIAL)
Kochi Airport PO
Cochin 683 111
Kerala
Sir,

Subject: "Supply, Installation, Testing and Commissioning of LAN & Wi-Fi Network Revamping" at Cochin International Airport Limited (CIAL), Kochi.

Reference: Tender No: CIAL/COMMN/SNW/54

We, the undersigned Bidders, having read and examined in detail all the Tender documents do hereby propose to provide the services as specified in the Tender document number CIAL/COMMN/SNW/54 along with the following:

a. Earnest Money Deposit (EMD)

We have paid an EMD of Rs. 10,00,000/- (Rupees Ten lakhs only) through the portal (<u>www.etenders.kerala.gov.in</u>). This EMD is liable to be forfeited in accordance with the provisions of the **Section 3 - General Conditions of the Contract**.

b. Contract Performance Guarantee Bond

We hereby declare that in case the contract is awarded to us, we shall submit the Contract Performance Guarantee Bond in the form prescribed in Section 11, Annexure I - Pro forma and as per **Section 3 - General Conditions of Contract.**

We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief.

We understand that our Bid is binding on us and that you are not bound to accept a Bid you receive.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

8.2 General Information about the Bidder

Det	Details of the Bidder (Company)				
1.	Name of the Bidder				
2.	Address of the Bidder				
3.	Status of the Company	(Public Ltd / Pvt. Ltd)			
4.	Details of Incorporatio	n of the Company	Date:		
			Ref.#		
5.	Details of Commencen	nent of the Business	Date:		
			Ref.#		
6.	Valid GST registration	10,			
7.	Permanent Account No	ımber (PAN)			
8.	-	f the contact person to all be made regarding this			
9.	Telephone No, (with S	ΓD code)			
10.	Email of the contact pe	erson:			
11.	Fax No. (with STD code	2)			
12.	Website	Website			
13.	Financial Details (as pe	r audited Balance Sheets)	in crore)		
14.	Year	2021-22	2022-23	2023-24	
15.	Net Worth				
16.	Turn over				
17.	Profit after Tax				

8.3 Deleted

8.4 Unconditional Acceptance Letter

To,

The Managing Director
Cochin International Airport Limited (CIAL)
Kochi Airport PO
Cochin 683 111
Kerala

Sir,

ACCEPTANCE OF CIAL'S TENDER CONDITIONS

- 1. Tender document for "Supply, Installation, Testing and Commissioning of LAN & Wi-Fi Network Revamping" at Cochin International Airport has been sold to me/us by CIAL, and I/We hereby unconditionally accept the tender condition of CIAL's tender documents in its entirety for the above work.
- 2. The contents of clauses 2.16 (a to g) of 'Instructions to the bidders' of the tender document have been noted and it is understood that the unconditional acceptance of the tender conditions in its entirety is a pre-condition for acceptance of the tender. It is further noted that it is not permissible to put any remarks/conditions (except unconditional rebate on quoted rates if any) in the tender enclosed. In case these provisions of the tender are found violated, I/We agree that the tender shall be rejected and that CIAL shall without prejudice to any other right or remedy is at liberty to forfeit the earnest money deposit.
- 3. The required earnest money for this work has been submitted online as per the tender procedure.
- 4. We hereby undertake the responsibility of "Supply, Installation, Testing and Commissioning of LAN & Wi-Fi Network Revamping" as per CIAL Tender conditions and site conditions.
- 5. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,	
(Cianatura of the Diddon)	
(Signature of the Bidder)	
Printed Name:	
Designation:	
Seal	
Date:	
Business Address:	

9 Format for Response to Tender: Technical Bid

9.1 Technical Bid Letter

To,

The Managing Director
Cochin International Airport Limited (CIAL)
Kochi Airport PO
Cochin 683 111
Kerala

Sir,

Subject: "Supply, Installation, Testing and Commissioning of LAN & Wi-Fi Network Revamping" at Cochin International Airport Limited (CIAL), Kochi.

.

Reference: Tender No: CIAL/COMMN/SNW/54

We, the undersigned Bidders, having read and examined in detail all the Tender documents do hereby propose to provide the services as specified in the Tender document number CIAL/COMMN/SNW/54 along with the following:

1. Earnest Money Deposit (EMD)

We have paid an EMD of ₹10,00,000 (Rupees Ten lakhs only) through the portal (www.etenders.kerala.gov.in). This EMD is liable to be forfeited in accordance with the provisions of General Conditions of the Contract.

2. Deviations

We declare that all the services shall be performed strictly in accordance with the Tender documents. We further agree that no change or addition to or other modification of the terms of the contract.

3. Contract Performance Guarantee Bond

We hereby declare that in case the contract is awarded to us, we shall submit the Contract Performance Guarantee Bond in the form prescribed in the tender document.

4. Bid Validity Period

We agree to abide by this Bid for a period of 180 days after the date fixed for Bid opening or for any further period for which Bid validity has been extended and it shall remain binding upon us and Bid may be accepted at any time before the expiration of that period.

We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief.

We understand that our Bid is binding on us and that you are not bound to accept a Bid you receive.

Thanking you,
Yours faithfully,
(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Business Address:

9.2 CERTIFICATE OF UNDERTAKING FROM ORIGINAL EQUIPMENT MANUFACTURER/S

(This certificate should be submitted along with technical bid, signed & sealed by Original

Equipment Manufacturer /s applicable in case OEM & Bidder are different firms)

To,

The Managing Director Cochin International Airport Limited (CIAL) Kochi Airport PO Cochin 683 111

Kerala

Ref: Tender No.: CIAL/ CIAL/COMMN/SNW/54

This is to certify that the bidder M/s <Bidder Name> is representing us, M/s <OEM Name> for

____ (name of product category) for the above referred tender no. CIAL/

CIAL/COMMN/SNW/54, for " Supply, Installation, Testing and Commissioning of LAN & Wi-Fi

Network Revamping" at Cochin International Airport Limited (CIAL), Kochi.

We confirm that the equipment supplied is manufactured by us and is brand new and these

specified items have not been used anywhere else before. Also, M/s <Bidder Name> is entitled to

provide support and service for the supplied equipments under the referenced tender.

We acknowledge that M/s <Bidder Name> is offering a warranty support period of 5 year and

maintenance contract period of 2 years, as per the terms and conditions specified in the tender

document, CIAL/COMMN/SNW/54. In case M/s <Bidder Name> is not able to perform their duties

including service support during warranty and maintenance period, we are ready to extend our

support to CIAL, through our mutually agreed authorized service partner, under the same terms and

conditions of this tender document, without any additional cost to CIAL.

We further confirm the availability of spares for a period of 7 years for the equipment supplied.

66

We declare that the following details provided below are correct and submitted to ensure that the tender specifications are fully met by the bidder without any non-compliance through the offered solution:

S.No.	Details	OEM Response
1.	Product Category	
2.	Product Name	
3.	Model No.	
4.	Part No.	
5.	OEM Warranty Period	
8.	Communication Details of Contact Official(s)- Name,	
	Designation, Phone & Fax Number, Mobile No. & Email	
	Address	

NameNameDesignationDesignationSignature of the OEM with sealSignature of the bidder with seal

In case MAF is not provided by OEM in requisite format, Bidder has to provide BG for such products for its quoted value till the end of contract period.

9.3 Compliance Statement

S.No	Section/ Page No. in tender document	Clause No. as in tender document	Requirement as specified in tender document	Compliance (Yes/No)

I/ We have read the Scope of Works & Specifications in its entirety as given in Section 7 from pages 39
to 59 and, I/ we hereby declare that we are fully compliant with all the conditions of Technical
Specifications as given Section 7 of this Tender document, without any modifications/ deviations.

Signature of the Bidder.

Seal of the Bidder

10 Format for Response to Tender: Commercial Bid

10.1 Commercial Bid Letter

To,

The Managing Director
Cochin International Airport Limited (CIAL)
Kochi Airport PO
Cochin 683 111
Kerala
Sir,

Subject: "Supply, Installation, Testing and Commissioning of LAN & Wi-Fi Network Revamping" at Cochin International Airport Limited (CIAL), Kochi.

Reference: Tender No: CIAL/COMMN/SNW/54

Dear Sir,

We undertake that we shall carry out audit activities in conformity with the bidding documents (and as amended from time to time) for a total cost as provided in the Commercial bid if the contract is awarded to us.

- 1. We declare that we have studied the tender document and are making this proposal with a stipulation that you shall award us Contracts, either in part or whole, "Supply, Installation, Testing and Commissioning of LAN & Wi-Fi Network Revamping" (meaning as realized in tender document) including all other services specified in the Contract Documents.
- We have read the provisions of the tender and confirm that these are acceptable to us. All
 necessary clarifications, if any, have been sought for by us and duly clarified in writing, by CIAL.
 We understand that any other ambiguous clauses in the tender document, if any, are subject
 to interpretation CIAL.
- 3. We further declare that there will be no additional conditions, variations, deviations in the proposal.
- 4. We undertake, if our bid is accepted, to commence the work on the project immediately upon your Notification of Award to us, and to achieve Completion within the time stated in the Bidding Documents.
- 5. If our bid is accepted, we undertake to execute all contractual documents and provide all securities & guarantees as required in the bid document (and as amended from time to time).
- 6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act".

- 7. We agree to abide by this bid, consisting of this letter, the tender fee, EMD, Technical bid and Commercial bid, for a period of bid validity from the date fixed for submission of bids as stipulated in the tender document, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 8. Until the formal order is placed and final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.

Dated this [insert : number] day of [insert : month] , [insert: year] Signed :
In the Capacity of [insert: title of position]
Duly authorized to sign this bid for and on behalf of [insert: name of the Bidder]
Witness:
Address:

11 Annexure

11.1 Annexure – I: Pro forma of Bank Guarantee towards Performance Security

Ref	NoBank Guarantee No	
Dat	d	
To,		
Coc Koc	Managing Director nin International Airport Limited (CIAL) ni Airport PO nin 683 111 la	
Dea	Sir,	
as (ensideration of Officer, Cochin International Airport Limited (CIAL), Kochi(hereinafter referred AL, which expression shall, unless repugnant to the context or meaning thereof, include all essors, administrators, executors and assignees) after receipt of the work order dat with M/s with M/s having its registered/head office	its ed
sha	(hereinafter referred to as the 'CONTRACTOR') which expressing unless repugnant to the context or meaning thereof include all its successor inistrators, executors and assignees) and CIAL having agreed that the CONTRACTOR shall be contained as the contraction of the faithful performance shall be contained as the contraction of the faithful performance shall be contained as the contraction of the faithful performance shall be contained as the contraction of the faithful performance shall be contained as the contraction of the faithful performance shall be contained as the contraction of the faithful performance shall be contained as the contraction of the faithful performance shall be contained as the contraction of the contained as the contraction of the contraction of the contained as the contained as the contraction of the contraction of the contained as the contraction of	ion ors, nall
	registered under the laws of registered under the laws of registered under the laws of registered office at (hereinafter referred to as "to Bank", which expression shall, unless repugnant to the context or meaning thereof, included its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent on indian Rupees. (in figures) (Indian Rupees words) without any demur, reservation, contest or proteind/or without any reference to the CONTRACTOR. Any such demand made by CIAL on the Barbay serving a written notice shall be conclusive and binding, without any proof, on the bank regards the amount due and payable, notwithstanding any dispute(s) pending before any Couribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, iability under these presents being absolute and unequivocal. We agree that the guarantee her contained shall be irrevocable and shall continue to be enforceable until it is charged by CIAL writing. This guarantee shall not be determined, discharged or affected by the liquidation, wind any dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.	the lide ind f (in est ank as ein as ein ing
2.	The Bank also agrees that CIAL at its option shall be entitled to enforce this Guarantee against to Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and the contraction of the contraction of the contraction of the contraction of the contraction is a contraction of the cont	nd

- 3. The Bank further agrees that CIAL 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 CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in CIAL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of CIAL or any indulgence by CIAL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 4. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of CIAL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till CIAL discharges this guarantee in writing, whichever is earlier.
- 5. This Guarantee shall not be discharged by any change in our constitution, in the constitution of CIAL or that of the CONTRACTOR.
- 6. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
- 7. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

8.	Notwithstanding anything	contained herein above, our liability under th	nis Guarantee is limited to
	Indian Rupees. (in figures)	(Indian Rupees (in words))
	and our guarantee shall	remain in force until	(indicate the date
	of expiry of bank guarante	e)	

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of CIAL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of CIAL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness	whered	it, the Ba	ank throug	n its autr	norized o	officer ha	as set it	s hand	and sta	mp on	this
day of	20	at									

uay 0120 at	
WITNESS NO. 1	
(Signature)	(Signature)
Full name and official	Full name, designation and
Address (in legible letters)	address (in legible letters)
	with Bank stamp

	Attorney as per power of
	Attorney No
WITNESS NO. 2	Dated
(Signature)	
Full name and official	
Address (in legible letters)	

11.2 Annexure – II: Pro forma of Contract Agreement

AGREEMENT# CIAL/COMMN/SNW/54

(to be executed after Award of Work)

This agreement made on this day of, 2025 (Two Thousand and Twenty Five) between **Cochin International Airport Limited**, a company incorporated under the Companies Act, 1956 having its Registered office at room #35, 4th Floor, GCDA Commercial Complex, Marine Drive, Ernakulam-682031 (hereinafter referred to as "CIAL"/ "Purchaser"/ "Owner"/"Company" which expression shall include its administrators, successors, executors and assigns) through its MANAGING DIRECTOR of the one part

and

M/s < Contractor Name >, < Address of the Contractor > (herein after referred to as the "<Contractor Name >" or "Supplier" or "Contractor" which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS the CIAL is desirous of getting the works of "Supply, Installation, Testing and Commissioning of LAN & Wi-Fi Network Revamping" at Cochin International Airport Limited (CIAL) (hereinafter called the "work") done and had invited *online* tenders CIAL/COMMN/SNW/54, E-Tender ID: < E-Tender ID > for this work as per tender documents sold for this purpose.

And whereas M/s < Contractor Name > had submitted their offer vide their technical bid opened on < Date > and commercial bid opened on < Date > (Bid ID: <Bid No>); and CIAL accepted their aforesaid proposal and awarded the work to M/s < Contractor Name > on terms and conditions contained in its Letter of Acceptance: < LoA No >, dated < Date > and < CIAL Work Order No > dated < Date > and the documents referred to therein, which have been accepted by M/s < Contractor Name >, resulting into a "Contract".

NOW, THEREFORE THIS DEED WITNESSETH AS UNDER:

ARTICLE 1.0 AWARD OF CONTRACT

CIAL has awarded the contract to **M/s < Contractor Name >** for the work of "Supply, Installation, Testing and Commissioning of LAN & Wi-Fi Network Revamping" at Cochin International Airport Limited (CIAL) on terms and conditions contained in its acceptance letter: **< CIAL Work Order No >**, dated **< Date >** and the documents referred to therein. The award has taken effect from **< Date >** i.e., the date of issue of the aforesaid letter and the delivery time shall be reckoned from the date of award of contract. The completion period is 4 months from **< Date >**. The system is covered under warranty and comprehensive Annual Maintenance Contract for a period of 5 (Five) years from the date of commissioning and handing over the system to CIAL under Work order No: **< CIAL Work Order No >** dated **< Date >**. The terms and expression used in this agreement shall have the meaning as are assigned to them in the "Contract Documents" referred to in the succeeding article.

ARTICLE 2.0 CONTRACT DOCUMENT

The contract shall be performed strictly as per the terms and conditions stipulated in the following documents (herein after referred to as "Contract document").

SI. No	Document				
1	Notice Inviting Tender				
2	CIAL's Reply to Pre-bid queries of bidders (if any) dated < Date >	<page no=""></page>			
3	Corrigendum to Tender Document (if any) published on < Date >	<page no=""></page>			
4	Tender Document (Technical Bid) CIAL/COMMN/SNW/54 (ETender ID: < No >) for the subject work opened on < Date > consisting of a) Invitation to Bid b) Instruction to Bidders c) General Condition of the contract d) Pre-Qualification Criteria e) Criteria for Evaluation of Bids f) Schedule of Requirements g) Scope of Work and Specification h) Format for Response to the tender – Pre-Qualification Bid i) Format for Response to the tender – Technical Bid j) Format for Response to the tender – Commercial Bid k) Annexure	<page no=""></page>			
5	Tender Document (Commercial Bid) CIAL/COMMN/SNW/54 (ETender ID: < No >) for the subject work opened on < Date >				
6	Rate-only Items Form submitted for the subject work along with Commercial Bid opened on < Date >				
7	Unconditional Acceptance Letter from M/s < Contractor Name >				
8	Letter of Intent (LoI): < LoI No > dated < Date >				
9	Work order No: < CIAL Work Order No >, dated < Date >				

All the aforesaid contract documents shall form an integral part of this agreement, in so far as the same or any part thereof conforms to the tender document and what has been specifically agreed to by CIAL in its purchase order. Any matter inconsistent therewith, contrary, or repugnant there to or any deviations taken by the Contractor/Supplier in his "proposal" not agreed to by CIAL or any other letter contrary to the term of the contract shall be deemed to have been withdrawn by the

Contractor/Supplier. For the sake of brevity, this agreement along with its aforesaid contract documents shall be referred to as the "Agreement".

ARTICLE 3.0 CONDITION & COVENANTS

- 3.1. The Contract shall be duly performed by the Supplier strictly and faithfully in accordance with the Contract Document of this Agreement.
- 3.2. The scope of work shall also include supply of all such items which are not specifically mentioned in the contract documents, but which are specifically needed for successful, efficient, safe and reliable operation of the equipment unless otherwise specifically excluded in the specifications under 'exclusions' of letter of Intent/Award letter.
- 3.3. This is an item rate contract. The scope of contract, consideration, terms of payment, period of completion, defects liability period, price adjustment, taxes wherever applicable, insurance, liquidated damages and all other terms and conditions are contained in the aforesaid contract documents. The contract shall be duly performed by the contractor strictly and faithfully in accordance with the terms of the agreement.
- 3.4. The Supplier guarantees that the equipment package under the contract shall meet the ratings and performance tests, as stipulated in the technical specifications and in the event of any deficiencies found in the requisite performance, the purchaser may at its option reject the equipment & request the supplier to repair/rectify the equipment to the required standard.
- 3.5. If the Supplier fails to complete the supply and installation of equipment within the time fixed under the contract, the supplier shall pay to the purchaser without prejudice to any other rights or remedy as may be available to the purchaser, a compensation amount @ 1% per week or its parts thereof, of contract value subject to a maximum of 10 % of the contract value for delay in delivery.
- 3.6. The performance guarantee to be furnished by the supplier is irrevocable and unconditional and the purchaser shall have power to invoke it not withstanding any dispute or difference between the purchaser and the supplier pending before any court, tribunal, arbitrator or any other authority.
- 3.7. This agreement constitutes full and complete understanding between the parties and terms of the presents. The "Contract document' shall form an integral part of this Agreement and shall be read along with this Agreement. Any modification of the agreement shall be effected only by an instrument signed by the authorized representatives of both the parties.

ARTICLE 4.0 FORCE MAJEURE

A) Should either of the parties to the Contract Agreement be prevented from performing his obligations under the Contract Agreement by cases of Force Majeure, the time for

performance of these obligations shall be extended to a period, which is equal to the effect of those cases.

- B) The prevented party shall notify the other party by telex / fax within the shortest possible time of the occurrence of Force Majeure and within fourteen (14) days thereafter send by registered mail to the other party for confirmation and certificate issued by the competent authority as evidence thereof.
- C) If the effect of the Force Majeure continues for more than hundred and twenty (120) days, both parties shall settle the problem of future execution of the Contract Agreement by friendly negotiation and reach an agreement as soon as possible.

ARTICLE 5.0 SETTLEMENTS OF DISPUTES

It is specifically agreed by and between the parties that all the differences or disputes arising out of the agreement or touching the subject matter of the agreement, shall be decided by process of settlement and Arbitration as specified in clause 3.23 of General Conditions of Contract and the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment there of shall apply. All disputes settled through arbitration will have to be made a rule of the Court in the Principal Sub Court, Ernakulam, Kerala, India.

ARTICLE 6.0 NOTICE OF DEFAULT

Notice of default given by either party to the other party under the agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties thereto if delivered against acknowledgement duly addressed to the signatories at the addresses mentioned here above.

ARTICLE 7.0 PAYMENT

All payments due to the contractor under this agreement shall be only by crossed 'Account Payee' cheques drawn in favor of the contractor.

ARTICLE 8.0 STATUTORY LEVIES

TDS under the Income Tax Act and Tax on works contract as per KVAT Act/ GST and other statutory levies under any other law in India, if any, applicable from time to time will be deducted from contractor's bills before releasing payments.

This contract agreement is allotted the # < No >

In WITNESS WHEREOF, the parties through their duly authorized representatives have executed these present (execution whereof has been approved by the competent authorities of both the parties) on the day, month, and year first above mentioned.

-	ed and delivered for & on behalf of	Signed, sealed and delivered for and on behalf of CIAL, acting through the Director, CIAL, Thiruvananthapuram		
Signature		Signature		
Name Designation		Name Designation		
Address		Address		
Date		Date		
Place		Place		
<u>Witness</u>		<u>\</u>	<u>Witness</u>	
1.			1.	
2.			2.	

11.3 Annexure III – Exploded BoQ Format

SI. No	Description	Make	Model	Part Number	Quantity	Unit
1.						
2.						

11.4 Annexure IV – Deleted

11.5 Annexure V - NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

(to be executed after Award of Work)

International Airport Ltd, a company incorporated under the Companies Act, 1956 having its registered office at Room No.35, 4th Floor, GCDA Commercial Complex, Marine Drive, Cochin – 682031 (hereinafter referred to as "CIAL" / "Purchaser"/ "the Disclosing Party" which expression shall
include its administrators, successors, executors and assigns) of the first part and M/shaving its registered Office at(herein after referred to as the
""/"Supplier"/ "Contractor"/ "the Receiving Party" which expression shall include its administrators, successors, executors and permitted assigns) of the second part
1. Purpose:
The Disclosing Party proposes to engage the Receiving Party who is a service provider, on project basis
to provide services to the Disclosing Party. The Disclosing party may
disclose to the Receiving party certain confidential, technical and business information which the
Disclosing Party desires the Receiving Party to treat as confidential.
2. "Confidential Information" means any information disclosed, by the Disclosing Party to the
Receiving Party, in writing including but not limited to completed questionnaires, the business or
affairs (including, but without limitation, prospective business, technical processes, finances, designs,
inventions, lists of clients and suppliers), plans, designs, drawings, formulae, correspondence,
specifications, price lists, lists of customers and suppliers and all other documents, papers which are
designated as "Confidential," or "Proprietary". Information communicated orally shall also be
considered Confidential Information. Confidential Information shall not, however, include any
information which:
(i) was publicly known and made generally available in the public domain prior to the time of disclosure
by the Disclosing Party;
(ii) becomes publicly known and made generally available after disclosure by the Disclosing Party to
the Receiving Party through no action or inaction of the Receiving Party;

(iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by documents and other competent evidence in the Receiving Party's possession; or

(iii)is obtained by the Receiving Party from a third party without a breach of such third party's

(iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by documents and other competent evidence in the

obligations of confidentiality;

Receiving Party's possession; or

(v) is required by law to be disclosed by the Receiving Party, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure. If any portion of any information falls under one or more of the preceding exceptions, the remaining information shall continue to be subject to prohibitions and restrictions set forth in this Agreement.

3. Non-use and Non-disclosure:

- (a) The Receiving Party agrees to use any Confidential Information only to engage in predefined and described services and not for any other purpose. The Receiving Party agrees not to disclose any Confidential Information in whole or in part to any third parties or to such party's Directors, officers, employees, except to those employees of the Receiving Party who are required to have the information in order to evaluate or engage in providing of the said services. The Receiving Party shall not reverse engineer, disassemble or de-compile any prototypes, software or other tangible objects which embody the Disclosing Party's Confidential Information and which are provided to the Receiving Party hereunder.
- (b) Except for an announcement or disclosure of Confidentiality Information as per the requirement by any provisions of the prevailing acts in India, the Receiving Party shall not, and shall direct it's Representatives not to, make any announcements or disclose to any person either the fact that discussions or negotiations are taking place concerning a possible transaction in respect of the or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof. Similarly, interest of Receiving Party in a possible transaction related to the Disclosing Party will not be disclosed to other parties.

4. Maintenance of Confidentiality.

The Receiving Party agrees that it shall take reasonable measures as approved by Disclosing Party to protect the secrecy of and avoid disclosure and unauthorized use, destruction of the Confidential Information of the Disclosing Party. Without limiting the foregoing, the Receiving Party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the Disclosing Party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. The Receiving Party, its employees, officers, affiliates, etc. shall not make any copies, take photographs, make notes or recordings of the Confidential Information of the Disclosing Party unless the same are previously approved in writing by the Disclosing Party.

5. Effective Date:

6. No Obligation:

The Disclosing Party shall be under no obligation to disclose to the Receiving Party any additional documents, papers or Confidential Information save and except what the Disclosing Party in its sole discretion deems necessary for the purpose of availing the said services.

7. Return of Material: All documents and other tangible objects including but not limited to filled up questionnaires and other documentation containing or representing Confidential Information which have been disclosed by The Disclosing Party to the Receiving Party, and all copies thereof which are in

the possession of the Receiving Party, shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party upon Disclosing Party's written request.

8. No License:

Nothing in this Agreement is intended to grant any rights to the Receiving Party under any patent, trademark, workright or copyright of the other party, license nor shall this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party except as expressly set forth herein.

9. Remedies:

The Receiving Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to seek injunctive relief in addition to all legal remedies.

10. The Receiving party hereby agrees and confirms that it shall be acting in capacity of a principal and not as an advisor, agent or broker of Disclosing Party.

11. Miscellaneous:

- (a) This Agreement shall be governed by the laws of India and fall within the jurisdiction of Courts of Ernakulam without reference to conflict of laws principles.
- (b) This document contains the entire agreement between the parties with respect to the subject matter hereof.
- (c) Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.
- (d) Receiving party agrees to comply with all applicable laws and regulations in relation with data privacy and data protection.

< Vendor Name >

(Party of the second part)

Name & Designation

Company's Stamp

Witness

1.

2.

Cochin International Airport Ltd

(Party of the first part)

Name & Designation

Company's Stamp

11.6 Annexure VI - POWER OF ATTORNEY

POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY executed on < Date> ,we <Bidder Name>, a Company incorporated under the provisions of Companies Act, 1956 having its Registered Office at <Bidder Address> (hereinafter referred to as the 'Company') do hereby appoint, constitute and nominate Mr......, Official of the Company, (hereinafter referred to as the 'Attorney') to sign and execute the agreements and documents with "Cochin International Airport Limited, Kochi Airport, Cochin 683111" vide tender no CIAL/COMMN/SNW/54 for Supply, Installation, Testing and Commissioning of LAN & Wi-Fi Network Revamping at Cochin International Airport, Nedumbassery and to do all other acts, deeds and things the said Attorney may consider expedient to enforce and secure fulfilment of any such agreements in the name and on behalf of the Company.

AND THE COMPANY hereby agrees to ratify and confirm all acts, deeds and things the said Attorney shall lawfully do by virtue of these authorities hereby conferred.

IN WITNESS WHEREOF, this deed has been signed and delivered on the day, month and year first above written by Mr., authorised signatory of the Company, duly authorized by the Board of Directors of the Company vide its resolution passed in this regard and delegation on him.

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	1.		
	2.		
By or	der of t	ne Board	
Signa	ture of:	Mr For	
Autho	orised S	gnatory	
(Atte	sted)		
Autho	orised S	gnatory	

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11.7 Annexure VII – Document Checklist

DOCUMENT CHECK-LIST							
Sl No	DOCUMENT	DOC	COVER				
1	Pre-qualification bid letter as mentioned in Section 8.1	1	1				
2	General information about the Bidder as mentioned in Section 8.2		1				
3	All necessary Pre-Qualification Document as mentioned in Section 4 – Table 1		1				
4	Declaration of acceptance of Terms & Conditions in the tender document as mentioned in Section 8.4		1				
5	Receipt of Earnest Money Deposit (EMD) of Rs.10 Lakhs (online)		1				
6	Receipt of tender fee of Rs. 10,000	1	1				
7	Technical Bid Letter as mentioned in Section 9.1	2	1				
8	Project plan and schedule (As per Bidder's format)	2	1				
9	Certificate of undertaking from original equipment manufacturer/s as mentioned in Section 9.2		1				
10	Compliance Statement as mentioned in Section 9.3	2	1				
11	Specification of components including data sheet	2	1				
12	Architecture, sizing and storage calculation etc.	2	1				
13	The details of the selected PDOA for PM WANI, along with proof of their previous PM WANI implementation		1				
14	Exploded BoQ in pdf format as mentioned in Annexure III	2	1				
15	Commercial Bid Letter as mentioned in Section 10.1	1	2				
16	Price bid as per the BoQ template (excel format)	2	2				
17	Rate-Only Items Form	3	2				