

NOTICE INVITING EXPRESSION OF INTEREST

EOI NO. RCIL/SR/ERS/2024-25/EOI/12 DTD. 05-02-2025

Expression of Interest (EOI) For

“SITC of Hyper-Converged Infrastructure Solution at CIAL”



Issued by:

RailTel Corporation of India Ltd

(A Nav-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.

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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/12 DTD. 05-02-2025

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs for Selection of Partner Request for SITC of Hyper-Converged Infrastructure Solution at Cochin international Airport Ltd (here after referred to as CIAL), from RailTel Empanelled Business Associates/Processing empanelment for exclusive TEAMING ARRANGEMENT for the following “Request for Proposal (RFP) for SITC of Hyper-Converged Infrastructure at CIAL “

KEY INFORMATION

Closing date for Submission of e-Bids	07-02-2025 at 15:00 Hours
Date of opening of E-Bids	07-02-2025 at 15:30 Hours
EMD at the time of submission of bid	Rs. 10,00,000/-
Bid Validity Period	120 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, Ernakulam 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. 3 2 7 3 0 1 0 1 0 3 7 3 0 0 7**, 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. Transfer and Sub-letting: 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/SHW/69
Tender ID	2025_CIAL_723213_1
Date of floating by End customer	06.01.2025
Closing time & date	10.02.2025 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](https://www.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 Hyper-Converged Infrastructure Solution 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 Hyper-Converged Infrastructure Solution at CIAL"

Ref. No.: CIAL/COMMN/SHW/69 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 Hyper-Converged Infrastructure Solution 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.

The scope of work includes

- Supply of the mentioned components.
- Establish Connectivity with existing infrastructure at CIAL.
- Installation and commissioning of the HCI clusters
- User training for CIAL staff
- Delivery of User Manuals and SOP of the system.
- The bidder should provide a warranty for 5 years for all items supplied.
- Comprehensive Maintenance support for the warranty and AMC period.
- The above-said installation has to be carried out as per the direction of the site Engineer in charge.

Maintenance and Support Staff:

The bidder shall provide a minimum of 1 Support Engineer at site for 7 years.

- Support engineer work hours: 9 AM to 6 PM on all CIAL office working days.
- The support engineer must be available 24/7 for technical support. CIAL/RailTel reserves the right to determine

shift timings, including night shifts.

- The bidder must provide a phone (5G phone) for technical support. The bidder shall provide uniforms for the support staff, including shirts and pants
- Profiles of the service engineer must be submitted well in advance. Any person deployed at the site must have sufficient experience with the equipment and the site. CIAL/RailTel reserves the right to evaluate the expertise of the service engineer and decide on their suitability.
- The contractor must ensure the person receives at least 1 week of training before deployment. It is the contractor's responsibility to conduct this training. For any replacement, a minimum of 1-month onsite handover is mandatory. Replacement staff must have work experience equivalent to that of the outgoing technician.
- The staff should mark their attendance in the presence of the engineer in charge. Additionally, the AMC provider should ensure that at least one additional support engineer is familiar with the site.
- Only the engineers familiar with the site should be deployed as replacements during the regular resident engineer's absence. This ensures that support and maintenance services are not disrupted and that the replacements are adequately trained to handle the site's specific requirements.
- Manpower shall be ensured at 99.9% availability. Failure of the SLA will result in suitable penalties, as mentioned in the tender.
- The support staff shall receive the necessary maintenance kit, tools, spare parts, equipment, and safety mechanisms for smooth system maintenance. What is mentioned above is the minimum requirement. If required, the Bidder shall increase the manpower accordingly to meet the service level mentioned in this tender.

Qualifications:

- The support engineer should have a minimum Diploma in Computer Science, Electronics, and IT and 3 years of working experience in IT infrastructure.
- He should have hands-on experience in VMware, Nutanix, or Hyper-V environments, including virtualization, cluster configuration, and hyper- converged infrastructure management.
- He should have Expertise in setting up and managing server backups and recovery solutions to ensure data protection and business continuity, with a strong understanding of virtual machine backup and restoration processes.
- He should know the server hardware components and configurations, including RAID setups, storage, and memory management.
- He should possess at least one Microsoft/Nutanix/Cisco/Redhat Certification.
- He should have good communication skills to interact with other IT teams, support staff, and end-users. The staff

should be well-versed in English.

Salary:

- The total Manpower cost for 7 years (5-year warranty + 2-year AMC) is fixed at 8% of the SITC cost, with a yearly increase of 6% (minimum requirement).
- Employees should be provided with minimum wages and PF/ESI as specified by the Government Regulations (and their updates occasionally). Refer to the Kerala Gazette.
- Employee experience and year-on-year increments must be provided as per industry norms.
Salary must be paid before the 10th of every calendar month, and the same should be updated on the CIAL website
- The monthly bills will be processed only after verifying this data to comply with the statutory guidelines.
- The contractor shall provide all statutory benefits to the employees deployed by it at his cost, including, but not limited to, weekly off for 6 days' work.
- The work timings may be modified to suit the CIAL office hours.
- The contractor shall also comply with all the statutory provisions laid down under various Labour laws/Acts/Rules concerning minimum wages, PF, ESI, Gratuity, Bonus, and Labour legislation.
- In case of any violation of labour laws, there will not be any liability to the CIAL, and the contractor shall be solely liable.

Agreement with OEMs: The contractor should have back-to-back agreements with each OEM individually to ensure that support for implementation, operations, maintenance, spares, and upgrades is available to RailTel from the respective OEM for a minimum period of 7 years from the date of commissioning of the system. Each of the product OEMs should also certify direct support of its respective product supplied to RailTel for the period specified above under the same terms and conditions of this tender without any additional cost implication to RailTel. All the documents must be submitted in original to the Property as part of completion and handing over. (This would be part of a payment stage in the payment terms and conditions.)

The contractor shall submit the following:

- OEM authorization in the prescribed format attached as Form.
- Agreement between bidder & OEM.

PHASING OF WORKS

The total period for completion of works under this contract is 4 weeks. The work shall be carried out in phases as approved by the Engineer-in-charge from time to time so that the total project work can progress smoothly with least obstruction to the operations of the airport and works of other Contractors/agencies.

COMMISSIONING ON COMPLETION

After the work is completed, it shall be ensured that the installation is tested and commissioned. All the test/calibration

certificates, equipment / system test reports, detailed operation and maintenance manual (3 sets), necessary licenses and software (in DVD format) for the operating system & application software, as SITC Of Hyper-Converged Infrastructure Solution built drawings of the total installations, wiring diagrams, and other necessary drawings, documentation & technical data for the shutdown and startup/ routine & preventive maintenance/ troubleshooting shall be submitted to the Engineer-in-charge before handing over of the equipment/system. It is the contractor's responsibility to test the entire system as per this tender specification and latest standards and guidelines from BCAS, TSA, ECAS/EU & IATA in presence of CIAL testing team and ensure all the compliance.

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.

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

The penalty for non-compliance will be applicable for the warranty and AMC period. As per the tender condition, all high-severity complaints/failures/changes, etc., should be rectified within 2 hours of receiving the complaint call, all medium- severity complaints should be rectified or defective parts should be replaced not exceeding 4 hours after receiving the complaint call. All low-severity complaints should be rectified or defective parts should be replaced not exceeding 24 hours after receiving the complaint call.

For equipment failures/complaints/changes that fail to meet the tender terms and conditions during the warranty period, CIAL/RailTel will be charging a suitable penalty @ 0.1% of the Security Deposit per unresolved additional hour of the failure, provided that the total amount of penalty to be paid during the warranty period under this condition shall not exceed the Security Deposit. If the security deposit is in the form of a bank guarantee, CIAL/RailTel reserves the right to encash the bank guarantee and return the balance amount, without any interest amount, after deducting the penalty amount. The unresolved day will be calculated on the basis of calendar date, including holidays, from the time of reporting of complaint rather than 24 hours from the time of reporting of complaint.

For equipment failures/ complaints that fails to meet the tender terms and conditions during the AMC period, CIAL/RailTel will be charging suitable penalty @ 0.1% of the Annual AMC amount per unresolved additional hour of the failure, provided that the total amount of penalty to be paid per year under this condition shall not exceed the yearly AMC charges. The unresolved day will be calculated on the basis of calendar date, including holidays, from the time of reporting of complaint rather than 24 hours from the time of reporting of complaint.

The System shall have 99.9% monthly availability.

For services which are not meeting the % availability during the warranty period, CIAL will be charging suitable penalty @ 1% of Security Deposit for every 1% deviation from the acceptable % availability, provided that the total amount of penalty to be paid under this condition shall not exceed the Security Deposit (eg: if the % availability required is 99.9% and the actual availability is 95%, then CIAL will charge penalty of 4.9% of the Security Deposit)

For services which are not meeting the % availability during the AMC period, CIAL will be charging suitable penalty @ 1% of the total annual AMC value for every 1% deviation from the acceptable % availability, provided that the total amount of penalty to be paid under this condition shall not exceed the yearly AMC charges (eg: if the % availability required is 99.9% and the actual availability is 95%, then CIAL will charge a penalty of 4.9% of the total yearly AMC amount). The contractor will be solely responsible for any malicious activity carried out by its employees or personnel engaged by them. In such an event, CIAL/RailTel reserves the right to recover damages from the contractor due to the malicious activities.

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	Type	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.	I. Copy of PAN Card. II. 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 bidder must have minimum annual turnover of Rs. 2 Crores in any of the last three (3) financial years.	Audited Balance Sheet & CA Certificate .
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 with RailTel as Business associate.	i) Copy of Empanelment letter or application details for BA with RCIL 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 documents.
7	General	All products offered by the bidder should be available with the concerned OEMs as on date and should be publicly referenceable.	Self-declaration by the OEM
8	General	The bidder shall have a local office in South India	Particulars of office /service center of bidder in South India with GST details.
9	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.

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.
- 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 EoI
 - 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 SITC of Hyper-Converged Infrastructure Solution at CIAL, period of completion 3 months (5-year warranty + 2-year AMC)
 - 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 techno-commercial 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.

Note: 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 EOI 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 like Bills (Invoices) in duplicate, Receipt from the consignee for delivery/implementation in good condition, and a copy of the Agreement (along with the first bill only)

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

- 90% payment will be released upon successful Supply, Installation, Commissioning, Testing, handing over the system to CIAL, and acceptance by CIAL.
- 10% payment (Kept as a Security Deposit) will be released after the warranty period of 5 years.

This would be released at acceptance against an unconditional, irrevocable Bank guarantee of an equivalent amount. The validity of the bank guarantee should expire three months from the date of completion of the warranty period. All the payments are made after deducting there from the amounts already paid, the security deposit, income tax, and other amounts as may be deductible or recoverable in terms of the contract. Pending consideration of the extension of the completion date, interim payments shall continue to be made as provided herein. Any interim certificate relating to the work done or the materials delivered may be modified or corrected by any subsequent interim certificate or the final certificate. No certificate of the engineer-in-charge supporting an interim payment shall of itself be inclusive evidence that any work or materials to which it relates are/are in accordance with the contract.

Security Deposit:

10% of the Bill value will be retained as a Security Deposit during the Defect Liability Period, and the same will be released after the defect liability period is successfully and satisfactorily completed. This can be released against the unconditional irrevocable Bank Guarantee of an equivalent amount. The validity of the bank guarantee should expire three months from the date of completion of the warranty period.

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 2 months, 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.

The work is to be completed at the site within 2 (two) months from the purchase order date. The time is the essence of the contract. Work should be completed strictly as per schedule, failing which a penalty of 1% per week, subject to a maximum of 10% of the cost of the non-completed portion will be recovered. In the event of the failure on the part of the Supplier to complete their work or in the event of committing a breach of any one or more of the terms and conditions of the contract, RailTel shall be entitled to rescind the Contract without prejudice to its rights to claim damages or remedies under the law. The period of notice to be given to rescind the contract will be 15 days and in the event of such termination, the supplier shall have to forfeit the security deposit available with RailTel and also invoke the Bank Guarantee in full, available with 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 CDAC 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 CDAC.
- 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

Sl. No.	Item	Bidder's Response
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

Place:

Date:

Seal of BA Organization

33.2 ANNEXURE 2

EOI COVER LETTER

(On Organization Letter Head)

EOI Ref No:

Date:

To,

The Joint General Manager (ERS)

RailTel Corporation India Limited,

Kerala Territory Office,

1st Floor, Eastern Entry Tower

Ernakulam South Railway Station

Ernakulam – 682016

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/>)

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 120 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

Place:

Date:

Seal of BA Organization

33.3 ANNEXURE 3**(Local Content Compliance)**

EOI Ref. No:

Date:

To,

The Joint General Manager (ERS)

RailTel Corporation India Limited,

Kerala Territory Office,

1st Floor, Eastern Entry Tower

Ernakulam South Railway Station

Ernakulam – 682016

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/>)

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 and is eligible to be considered and for the submitted bid Local Content Percentage is % (write in figures as well as in words).

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 EoI. 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/SHW/69 dtd 06.01.2025; latest amendment/ Corrigendum / clarifications.
 Floated on etender Kerala Portal (<https://etenders.kerala.gov.in/>)

Sl. No.	Document
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
9	All Annexure/ Appendices/Formats/ Declarations as per CIAL Tender Ref. No.: CIAL/COMMN/SHW/69 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

Place:

Date:

Seal of BA Organization

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 SITC of Hyper-Converged Infrastructure Solution at CIAL. We, the undersigned, offer to provide services for Request for Proposal for **SITC of Hyper-Converged Infrastructure Solution at CIAL in response to the request for proposal dated <insert date> and tender reference no <>. 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 120 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

Place:

Date:

Seal of BA Organization

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 CIAL under RDSS Scheme, do hereby propose to provide services as specified in the tender reference No. TENDER NO: CIAL/COMMN/SHW/69 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 altered 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

Place:

Date:

Seal of BA Organization

33.7 ANNEXURE 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.

The scope of work includes the Supply, Installation, Testing, Training, and Commissioning of a six-node HCI stretch cluster at Cochin International Airport Limited (CIAL).

- The bidder shall supply and install a six-node HCI stretch cluster, which will be deployed across two Data Centres, 1 and 2. The distance between Data Centre 1 and Data Centre 2 will be approximately 1 Km.
- The bidder should provide all necessary Network Components, fiber cables, and SFP modules, optical transceivers to connect the HCI nodes to the Top- of-Rack (ToR) switches and interlink them across the two data centers.
- The ToR switches in both data centers must be installed and configured so that operations are not interrupted even if one TOR switch fails.
- The HCI solution must be integrated with the existing network infrastructure by establishing connectivity between the ToR and Existing Core switches. The dedicated single-mode fiber optic link between the two data centers is already available.
- The bidder must thoroughly test the system's performance and failover capabilities and conduct at least one operational drill every six months to validate its high availability functionality.
- Comprehensive Project Documentation, System Architecture Diagrams, Installation and Configuration details, Licenses, and Warranty certificates must be prepared and submitted to CIAL.
- The SOP (Standard Operating Procedure) documents shall also be prepared and submitted before the system is handed over. The bidder should provide comprehensive training sessions and hands-on exercises to the CIAL IT team without additional cost to CIAL.
- The bidder should provide the pre-installation and post-installation training to the CIAL IT team from the OEM without additional cost to CIAL.

Location	Node	TOR Switch
Data Centre 1	3	2
Data Centre 2	3	2

HCI Solution Minimum Specifications	
	Make: VMware/Nutanix/Microsoft
1	Virtualization software shall provide a Virtualization layer that sits directly on the bare metal server hardware without dependence on a general-purpose OS for greater reliability and security. It should also allow for the hot addition of vCPU, memory, and disk without any downtime. The supplied hypervisor must have all the enterprise functionalities, such as HA, DRS, vMotion, Replication, Snapshots, and VM cloning.
2	The HCI solution should support NVMe and SSD disks without compromising the enterprise's storage efficiency provided by the stack.
3	The HCI solution should support automatic replication/rebalancing during Disk/Node failure.
4	The HCI solution must provide an on-the-fly change of ESE(Enterprise Storage Efficiency)-Deduplication/Compression for workloads without any visible impact on storage and its operations.
5	The HCI solution should support a WAN Bandwidth optimizer and a defined schedule across two sites. After the one-time data sync, only increment data should be replicated.
6	The Proposed solution must provide Synchronous Replication from day 1 without procuring any additional licensing.
7	The HCI solution should provide security features like Data at-rest encryption features from day 1.
8	Hypervisor software must provide Data at rest encryption with Native KMS, which protects against unauthorized data access.
9	HCI solution should support Block, File, and Object natively or using a third- party solution from Day 1. The solution should support file storage supporting NFS and SMB for Linux and Windows Guest with unlimited shares integrated with Active Directory/LDAP

10	HCI Solution should support one view for physical and virtual networks along with their real-time usages and configuration
11	HCI solution should support natively Microsoft and Linux-based guest VM clustering using block storage.
12	The bidder must ensure 70000 IOPS per node from the HCI cluster, assuming an 8kb block size, a 70:30 read: write ratio, and a 5ms response time.
13	The proposed solution must be managed through a web-based console that provides a single pane of glass view for the entire environment.
14	The solution should provide prebuilt and customizable operations Dashboards and reports that provide real-time insight into infrastructure behavior, upcoming problems, and efficiency improvements. It should also Track, report, and view trends for metrics like CPU, memory, IOPs, latency, etc.
15	The solution should provide insight into performance, configurations, and capacity problems, such as over- and under-provisioned resources. It should also associate workflows with alerts to initiate corrective measures at critical thresholds.
16	The proposed solution should upgrade the HCI platform's Firmware, Hypervisor, Storage OS, BIOS, and other required functions. The upgrade should not affect the running workloads.
17	All proposed hardware and software must have a 5-year comprehensive on-site OEM warranty and a 2-year comprehensive AMC after the warranty period.

HCI Node Minimum Specifications (PER NODE)

Make	DELL/HP/CISCO
Form Factor	1U/2U
Processor	Intel Xeon Gold or better
Generation	5th
No of Processor	2
Core	2 x 48 C per node
Memory (RAM)	1 TB DDR5 (16 x 64GB)
Boot Storage	2 x 480 GB SSD
Storage	10 x 3.8 TB NVMe
Data Replication	2 copies of Data should be maintained.
Network Card Support	10/25G

Number of Ethernet Ports	2 x Quad Port with Module
Ports	USB 3.0, Network Port, Display Port/HDMI/Video Port (VGA)/DP port
Compliance	VMware ESXi
	Nutanix AOS
	Hyper-V
EOL	The product should not be End of Life and Support for the next 7 years.
Power Supply	Dual, Redundant Power Supply (1+1)
Cooling	Redundant Fans (1+1)
Accessories	The same OEM should supply all the accessories like Cable, Power Cord, and Cooling fan.etc
Warranty	5 years On-site OEM comprehensive warranty and 2 years comprehensive AMC after warranty period. Warranty details to be provided by OEM.

Back-Up Cum Witness Server Minimum Specifications

Make	DELL/HP/CISCO
Form Factor	1U
Processor	Intel Xeon Silver or better
No of Processor	1
Core	24 C
Memory (RAM)	64 GB DDR5
Boot Storage	2 x 480 GB SSD
Storage	10 x 8 TB 7.2K SATA HDD
Network Card Support	10/25G
Number of Ethernet Ports	2 x Quad Port with Module
Ports	USB 3.0, Network Port, Display Port/HDMI/Video Port (VGA)/DP port

Compliance	VMware ESXi
	Nutanix AOS
	Hyper-V
EOL	The product should not be End of Life and Support for the next 7 years.
Power Supply	Dual, Redundant Power Supply (1+1)
Cooling	Redundant Fans (1+1)
Accessories	The same OEM should supply all the accessories like Cable, Power Cord, and Cooling fan. etc
Warranty	5 years On-site OEM comprehensive warranty and 2 years comprehensive AMC after warranty period. Warranty details to be provided by OEM.

ToR (Top-of-Rack) Switch Minimum Specifications

	Make	Cisco/Juniper/Arista
1	Enclosure Type	Rack-Mountable
2	Enterprise Class	Layer 3
3	Downlink Port	48 x 1/10/25G
4	Uplinks Port	6 x 40/100G
5	Modules	2 x 100GBASE SR4 QSFP Modules 4 x 40GBASE-LR4 QSFP Modules 20 x 25GBASE-SR SFP28 Modules 6 x 10GBase-SR SFP+ Modules. All the components, including optics, should be from the same OEM.
6	Switching Capacity	3.6 Tbps
7	VRF instances	100
8	Network Segmentation	VXLAN, EVPN

9	Layer 2	STP, VLAN Trunking, Tagging, Link Aggregation, LLDP
10	DC Bridging	PFC, DCBX, WRED, ETS, ECN
11	Layer 3 Routing	BGP, OSPF, EIGRP, RIPv2, PIM-SM, PIM-SSM, SSM, MSDP, MPLS, RSVP, TE, VRF/VRF Edge
12	Encryption	IEEE 802.1AE standard MACsec encryption with 128-bit and 256-bit AES from Day1
13	Remote Management Protocol	SSH, SNMP, NTP, RADIUS and TACACS+
14	Automation	RESTCONF, YANG, ZTP, Python or better
15	High Availability	Yes
16	MTBF	1,50,000 hours
17	Power Supply	Dual, Redundant Power Supply (1+1)
18	FAN Cooling	Redundant Fans (1+1)
19	Hardware/Cable	Hardware/Cable to be provided by OEM
20	EOL	Product should not be End of Life and End of Support during the contract period.
21	Warranty	5 years On-site OEM comprehensive warranty and 2 years comprehensive AMC after warranty period. Warranty details to be provided by OEM.
Back-Up Software Minimum Specifications		
Make	Veeam/Commvault	
1.	Backup software should be hardware-agnostic. It should support snapshot integration with hypervisors like VMware, Hyper-V, Nutanix AHV, and RHEL and de-duplication on any storage target. It should also be able to back up data to tapes (like LTO) for long-term retention.	

2.	The backup software should provide Instant recoveries for any backup to a VMware or Hyper-V Virtual machine and support Instant VM recovery for AHV workloads.
3.	Backup software should support file-level recovery from any VM or physical server backup. It should help a full system recovery in case of a system crash, either on a physical system or virtual machine
4.	Backup software should provide Backup and Replication capabilities in one console, allowing users to integrate with the hypervisor's RBAC capabilities. Users can initiate backup and restore only those VMs to which they have access without administrator intervention, thereby delivering self-serve capabilities.
5.	The backup software should be hardened to prevent backup copies of data from corruption or ransomware attacks.
6.	The backup software should have an object storage backup.
7.	Backup software should support instant file share recovery in NAS storages, allowing users to access files quickly after a disaster.
8.	The proposed Backup software must allow to configure the maximum acceptable I/O latency level for production data stores to ensure backup and replication activities do not impact storage Availability to production workloads.
9.	The software should replicate data at the VM level, with or without backing up at the source site. It should also include failover and failback capabilities and automatically acquire network addresses at the destination site.
10.	Backup software should be able to back up data from one server platform and restore it to another to eliminate dependence on a particular machine and for disaster recovery purposes. This bare metal recovery capability should be built into physical servers and should even work on dissimilar hardware.
11.	The Backup software must offer instance-based licenses with no restrictions on the type of arrays (protecting heterogeneous storage technologies), front-end production capacity, or backup-to-disk target capacity restrictions. Licenses and associated hardware should be supplied for both primary and DR sites.

12.	The single license file should be supplied to protect virtual machines, physical servers, NAS workload, Endpoints, and multi-cloud workload, including all database applications running on these platforms
13.	The backup solution should be capable of performing scans to check for malware attacks. It should also provide alerting and generate reports in both pre-configured and customizable formats.
14.	The backup software is equipped with ransomware protection, ensuring that data copied from one source to another is safe from malicious encryption or tampering.
15.	The backup solution should support 24x7 real-time monitoring, with at-a-glance and drill-down views of the virtual hosts' health, performance, and workload.
16.	5 years On-site OEM comprehensive warranty and 2 years comprehensive AMC after warranty period. Warranty details to be provided by OEM.

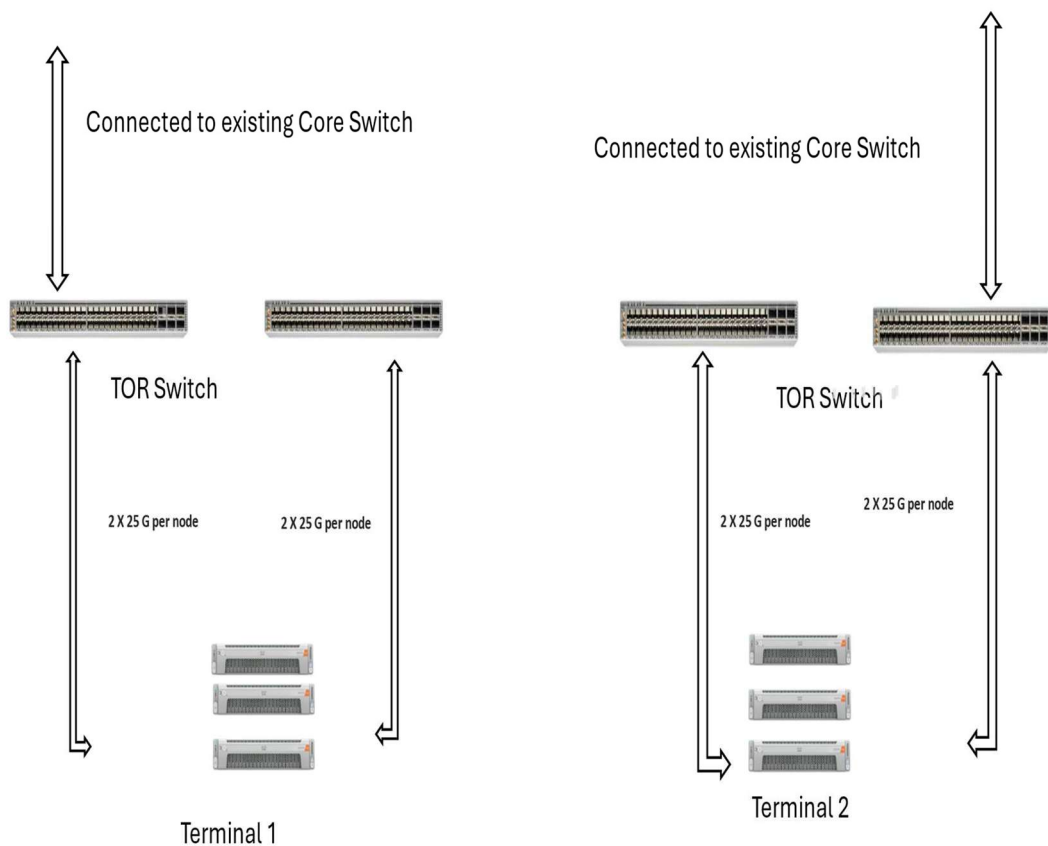
SITC Of Hyper-Converged Infrastructure Solution

Firewall Minimum Specifications	
Make	Fortinet, Checkpoint
1.	Solution should be a purpose-built hardware appliance with Access & Threat prevention controls.
2.	The firewall must support the following security applications: Intrusion Prevention System, Anti-Malware Protection, Anti-Spam, Anti-Virus, VPN (IPsec), URL filtering, Application Control.
3.	NGFW solution must be a dedicated hardware appliance with N+1 high availability.
4.	Rack mountable and Redundant Power Supply from day one. Rack mounting accessories and HA Cables are to be supplied
5.	The platform must be having minimum of 3 RJ45 interfaces with auto sensing 10/100/1000 capability, 1x USB 3.0 ports, 1x RJ45 console port.

6.	Internal memory should be at least 64 GB SSD
7.	Firewall shall be capable of integrating with SIEM, SOAR and NDR.
8.	The Device should be AI/ML powered
9.	The solution should support a minimum of at least 1.9 Gbps IPS throughput
10.	The solution should support minimum 780 Mbps Gbps threat protection throughput on real-world / enterprise mix traffic test condition
11.	Minimum 1.25 Gbps NGFW throughput on real-world / enterprise mix traffic test condition
12.	The solution should support minimum 4 Gbps Firewall Throughput.
13.	The Firewall must support at least 7,20,000 concurrent connections and 32,000 new sessions per second
14.	Device should support Static routing, RIP, OSPF, BGP, OSPFv3.
15.	Solution should support high availability with Active-Active Load sharing functionality.
16.	Firewall must support Geo-based IP address blocking option.
17.	Build-in GUI/CLI must support option to configure firewall policy which allow packet capture for troubleshooting purposes
18.	NGFW must have built in support IPsec VPN and SSL VPN. There shouldn't be any user license restriction
19.	IPsec VPN must include gateway to gateway and gateway to client vpn. In case of gateway to client the administrator must have option to assign private IP address to remote user without requiring any additional license
20.	VPN must support 2-factor authentication.
21.	IPS module must be based on exploit signatures, protocol anomalies, application controls, and behaviour-based detection.
22.	IPS application must have centralized event correlation and reporting.
23.	IPS must support network exceptions based on source, destination, and service.
24.	IPS should provide automated activation of new protections based on configurable parameters.
25.	IPS should allow creation of profiles for client or server-based protections.

26.	IPS detection engine must be capable of detecting and preventing various types of network attacks without any pre-defined signatures
27.	The proposed system should have integrated Anti-Bot, Anti-Virus, Web-Filtering and Application Protection without external solution, devices or hardware modules.
28.	The proposed solution should be able to enable or disable Web Filtering per firewall policy or based on firewall authenticated user groups for both HTTP and HTTPS traffic.
29.	Application control and URL filtering must work independent of each other.
30.	Signatures shall be manual or automatically updated.
31.	The administrator shall be able to define application control list based on selectable application group and/or list and its corresponding actions
32.	The proposed NGFW must have built in GUI and CLI to make on the go changes to Firewall policies without any dependency to management and troubleshoot any issue related to network outage.
33.	Management system should provide real-time health status for all firewall modules (CPU, memory, state table, etc.).
34.	The solution should be able to log all the security and traffic logs to the centralized logging and reporting solution installed at CIAL.
35.	Firewall policy should be single policy where all the feature get applied such as IPS, application control, URL filtering, antivirus, SSL inspection, logging and even NAT.
36.	Firewall must support zoning option along with User based authentication.
37.	There must be option to configure the said Firewall policy from GUI of the NGFW appliance without requiring any management solution. This is in the case of emergency where management solution is no available and policy needs to be changed.
38.	The proposed system shall have built-in high availability (HA) features without extra cost/license or hardware component
39.	The device shall support stateful session maintenance in the event of a fail-over to a standby unit.
40.	High Availability Configurations should support Active/Active or Active/Passive
41.	Solution should be capable of integration with SIEM, SOAR and NDR.
42.	5 years On-site comprehensive warranty with 24x7 support and same day replacement in case of any hardware or software failure and need replacement.

The Tentative HCI Server Diagram is attached herewith.



Signature of Bidder

Name:

Designation

Place:

Date:

Seal of BA Organization

33.8 ANNEXURE 8**PRICE BID**

To be uploaded as pdf (On Organization Letter Head)

EOI NO. RCIL/SR/ERS/2024-25/EOI/12 DTD. 05-02-2025

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/SHW/69 dtd 06.01.2025

The RFP published by CIAL for the work vide CIAL/COMMN/SHW/69 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.**

BoQ 1

Sl. No.	Item Description	Qty	Units	BASIC RATE In Figures To be entered by the bidder in Rs. P	GST (If applicable in Percentage)	GST Amount in Rs. P	TOTAL AMOUNT excluding taxes in Rs. P	TOTAL AMOUNT including taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	7	8	9	11	12	13
1	SITC of Hyper-Converged Infrastructure Solution								
2	Supply of HCI Node (As per the Technical Specification)	6	Nos						
3	ITC of HCI Node (With Enclosure, Mounting Accessories and all other accessories required for the completion of work)	6	Nos						
4	Supply of HCI License (As per the Technical Specification)	1	Nos						
5	ITC Of HCI License (With License Key	1	Nos						

	and all other accessories required for the completion of work)								
6	HCI Node to TOR Switch Network Connectivity								
7	Supply of Top-of-Rack Switch (As per the Technical Specification)	4	Nos						
8	ITC of Top-of-rack Switch (With Enclosure, Mounting Accessories,Cable, Optical transceivers, and all other accessories required for the completion of work)	4	Nos						
9	Supply of 25G BASE Active Optical SFP28 Cable, 10M (Same Make as TOR Switch)	30	Nos						
10	Supply of 25G BASE Active Optical SFP28 Cable, 3M (Same Make as TOR Switch)	10	Nos						
11	Supply of 100G QSFP28 100G-LR, 10km SMF , duplex, LC Connector (Same Make as TOR Switch)	10	Nos						
12	Supply of Back Up cum Witness Server (As per the Technical Specification)	1	Nos						
13	ITC of Back Up cum Witness Server (With Enclosure ,Mounting Accessories and all other accessories required for the completion of work)	1	Nos						
14	Supply of Backup Software (As per the Technical Specification)	1	Nos						
15	ITC of Backup Software (With License Key and all other accessories required for the completion of work)	1	Nos						
16	Supply of Microsoft Windows Server 2025 Data Centre (As per the Technical Specification)	1	Nos						

17	ITC of Microsoft Windows Server 2025 Data Centre (With License Key and all other accessories required for the completion of work)	1	Nos							
18	Miscellaneous Items	1	Lump Sum							
19	Comprehensive Annual Maintenance Contract for 2 years, inclusive of spares and accessories. AMC starts after the warranty period of 5 years. All amounts in Rs inclusive of all taxes, levies, transportation, etc									
20	The total Manpower cost for 7 years (5-year warranty + 2- year AMC) is fixed at 8% of the SITC cost, with a yearly increase of 6% (minimum requirement).									
21	1st Year Manpower Cost	12	Months							
22	2nd Year Manpower Cost	12	Months							
23	3rd Year Manpower Cost	12	Months							
24	4th Year Manpower Cost	12	Months							
25	5th Year Manpower Cost	12	Months							
26	6th Year Manpower Cost	12	Months							
27	7th Year Manpower Cost	12	Months							
28	1st Year AMC Cost	12	Months							
29	2nd Year AMC Cost	12	Months							
Total in Figures										
Quoted Rate in Words										

BoQ 2 :- Rate only item

Sl. N o.	Item Descripti on	Item Cod e / Ma ke	Qty	Units	Quote d Curren cy in INR / Other Curren cy	BASIC RATE In Figur es (To be enter ed by the Bidde r in Rs. P)	GST Amount per unit (If applica ble in Figures) (To be enter ed by the Bidder in Rs. P)	Total GST Amou nt in Rs. P)	HSN / SAC Code (To be enter ed by the Bidde r)	TOTAL AMOU NT excludi ng taxes in Rs. P	TOTAL AMOU NT includi ng taxes in Rs. P	TOTAL AMOU NT In Words
1	Firewall		1	Nos								

Signature of Bidder

Name:

Designation

Place:

Date:

Seal of BA Organization

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,

1st Floor, Eastern Entry Tower

Ernakulam South Railway Station

Ernakulam – 682016

Ref. No.: CIAL/COMMN/SHW/69 dtd 06.01.2025; latest amendment/ Corrigendum / clarifications. Floated on etender Kerala Portal (<https://etenders.kerala.gov.in/>)

1. In consideration of the RailTel Corporation of India Limited (CIN: L64202DL2000GOI107905), having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after called “RailTel”) having agreed to exempt (CIN:) having its registered office at..... (Herein after called “the said Contractor”) from the demand, under the terms and conditions of Purchase Order No dated..... made between RailTel and.....for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs..... Only). We (Indicate the name and address and other particulars of the Bank) (hereinafter referred to as ‘the Bank’) at the request ofcontractor do hereby undertake to pay RailTel an amount not exceeding Rs. (Rs Only) against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.
2. 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 (Rs.....Only).
3. 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.

4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said

Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before We shall be discharged from all liability under this Guarantee thereafter.

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

This Guarantee will not be discharge due to the change in the constitution of the Bank or the Contract or (..... indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RailTel in writing.

Dated the Day of 2024 for (Name of Bank) In the presence of Witnesses:

1. Signature with Date & Name

2. Signature With Date & Name

Signature of Bidder

Name:

Designation

Place:

Date:

Seal of BA Organization

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

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. Injunctive Relief. Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement,

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

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:

- (i) 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. Governing Law and Jurisdiction. This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.

11. Counterparts. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement

12. No Definitive Transaction. 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:

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.

21. UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)

agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "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. shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations _____ 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

22. MISCELLANEOUS.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

By Name:

RailTel Corporation India Limited:

Title:

By Name :

Witnesses:

Title:

33.11 ANNEXURE 11**PRE -BID AGREEMENT**

(To be executed in presence of public notary on non-judicial stamp paper of the value of Rs. 200/-. The stamp paper has to be in the name of the BA)

This Pre-Bid Agreement (the **"Agreement"**) is made at New Delhi on this _____ Day of (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, 6th 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/s. XXXX**, (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 and _____ shall 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: _dated _____ pursuant 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 (or a 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, Medclaim 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. LEGAL STATUS

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 use 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 information 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

To: XXXX

Kind Attn: _____ Address: _____ Mob. _____ No.: _____
Email: _____

19. AMENDMENT

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 to be in the name of the BA) **

I _____ (Name and designation) ** appointed as the attorney/authorized signatory of the BA (including its constituents), M/s (hereinafter called the BA) for the purpose of the EOI documents for the work of _____ as per the EOI No.

of (RailTel Corporation of India Limited), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

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 SIGNATURE 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:

Designation

Place:

Date:

Seal of BA Organization



SITC Of Hyper-Converged Infrastructure Solution

COCHIN INTERNATIONAL AIRPORT LIMITED

TENDER DOCUMENT

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING

OF

Hyper-Converged Infrastructure Solution

AT

COCHIN INTERNATIONAL AIRPORT LTD.

(TECHNICAL BID)

(TENDER NO. CIAL/COMMN/SHW/69)

COCHIN INTERNATIONAL AIRPORT LTD

KOCHI AIRPORT P.O

KERALA- 683111



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NOTICE INVITING TENDER

Cochin International Airport Ltd

Kochi Airport PO, Cochin – 683111

TENDER NO: CIAL/COMMN/SHW/69

1.	Name of Work	SITC of Hyper-Converged Infrastructure Solution at CIAL
2.	Estimated Cost	5 Crores + GST
3.	Earnest Money Deposit	Rs 10 Lakhs (Online payment only)
4.	Tender Submission Fee	Rs 2,000/- (Online payment only)
5.	Period of Completion	3 Months
6.	Bid Documents	Can be downloaded from www.etenders.kerala.gov.in
7.	Last date for pre-bid queries	15/01/2025
8.	Last date for submission of Bids	27/01/2025
9.	Opening of Technical Bids	28/01/2025
10.	Opening of Commercial Bid	Will be intimated later



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SECTION I.

NOTICE INVITING TENDERS

1. Tenders are invited on behalf of Cochin International Airport Ltd. (CIAL) for the Supply, Installation, Testing, and Commissioning of the Hyper-Converged Infrastructure Solution at Cochin International Airport (CIAL).
2. The tender shall be on the prescribed Form. The estimated cost of the work is Rs 5 Crores + GST. The estimated cost is inclusive of SITC cost with 5-year warranty. The cost is exclusive of Manpower Cost and Maintenance cost during warranty and AMC cost.
3. The scope of the work involves the supply, installation, testing, and commissioning of Hyper-Converged Infrastructure Solution at Cochin International Airport and comprehensive AMC of the entire system for the entire contract period.
4. The whole SITC work must be completed within 3 months. This period begins on the date the work order is issued. The work must be carried out according to the technical specifications and tender document conditions.
5. Tenderers shall be pre-qualified based on the following criteria.

- a) The Bidder should have a minimum annual turnover of Rs. 25 Crores in any of the last three (3) financial years.

Documents to be submitted: Audited Financial Statements viz; Balance Sheet, Profit & Loss Account, and Schedules annexed thereto. All Audited Financial Statements must have got affixed Unique Document Identification Number (UDIN) of the Chartered Accountant; in case any years Financial Statements do not have a UDIN affixed, a CA Certificate with a UDIN certifying the Turnover of the Company needs to be attached.

- b) The bidder should have supplied and installed Hyper-Converged Infrastructure Solution in reputed organizations in a single contract, valuing not less than Rs. 4 Crores during the preceding 3 years.

Documents to be submitted: A satisfactory work completion certificate from the customer's competent authority and a PO copy.

Details of the competent authority of the customer (contact Phone no., e-mail ID etc.) should be mentioned in the satisfactory work completion certificate.



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- c) The bidder shall have a local office in Kerala

Documents to be submitted:

Particulars of office /service center of bidder in Kerala with GST details.

- d) The bidder should not have been blacklisted by any of the reputed organizations.

Documents to be submitted: Self-declaration by the bidder. If the bidder has already supplied any equipment to CIAL, a certificate from the competent authority of CIAL regarding satisfactory service support of the bidder should be submitted.

Note: -

- All pre-qualification criteria should be met by the original bidder itself and not through any partner, joint venture, principal, subsidiary etc.
 - Not more than one tender shall be submitted by a contractor or by a 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.
 - Consortium bidding is not permitted in the tender.
 - CIAL reserves the right to obtain additional documents from the Bidder or clients of the bidder to assess the eligibility of the bidder or for the technical evaluation of bid. CIAL also reserves the right to verify any of the bidder's submitted details, with any of the bidder's clients whose references have been provided to CIAL, to assess the eligibility of the bidder, at any stage of the Tender evaluation.
 - CIAL reserves the right to request for short fall documents to be submitted by the bidder during the bid evaluation.
6. The Accepting Authority as mentioned at clause (3(b) of General Conditions of Contract shall be the Accepting Officer hereinafter referred to as such for the purpose of this contract.
7. NIL
8. NIL
9. Copies of other drawings and documents pertaining to the Works signed for the purpose of identification by the Accepting Officer or his accredited representative



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will be open for inspection by tenderers at the office of CIAL during working hours between 11/01/2025 to 13/01/2025. Interested firms may visit the site for detailed study during the above said dates.

10. Tenderers are advised to inspect and examine the site during working hours between 11/01/2025 to 13/01/2025 and satisfy themselves before submitting their tenders as to the nature of the site, the means of access to the site, the accommodation they may require, and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
11. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by CIAL and local conditions and other factors bearing on the execution of the works.
12. <Blank>
13. All rates shall be quoted on the tender form.
14. In the case of item rate tenders only rates quoted shall be considered.
15. The tender for the Works shall not be witnessed by a Contractor or Contractors who himself/themselves has/have tendered or who may has/have tendered for the same works. Failure to observe this condition shall render the tender of the Contractor tendering as well as of those witnessing the tender liable to rejection.
16. Tenders shall be received online by the Accepting Authority upto 1500 hrs on 27/01/2025 and the technical bid shall be opened on 28/01/2025 at 15.30 hrs in the presence of tenderers who may be present.
17. The tender shall be accompanied by an Earnest Money Deposit as specified in schedule E. EMD should be submitted through online payment. EMD exemption is not available in CIAL.
- 17.1 Tender shall be submitted in two separate covers (**cover-1** and **cover-2**) as mentioned below:



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PREPARATION OF BIDS:

The bid prepared by the bidder shall be in two parts as given below super scribing the name of the work, address of the Accepting Authority and address of the tenderer.

COVER – 1 (TECHNICAL BID)

The following documents shall be included in Cover 1:

1.	Unconditional ACCEPTANCE LETTER: The specimen shown in the tender document should be downloaded, duly filled, signed and sealed and then it has to be scanned and uploaded.	Doc 1	Cover1
2.	Power of Attorney of the person signing the Tender documents. Attested copy of proof should be submitted to ensure that person. who is signing the Unconditional Acceptance Letter and Tender document have the power to sign the same/delegate. that execution power as per the Company's Article of Association or Board Resolution. If the execution power is delegated, proof should be submitted, with attestation by a Notary public.	Doc 2	Cover1
3.	All necessary Pre-Qualification Documents are mentioned in NIT.	Doc 3	Cover1
4.	Original Tender Document (Except commercial Bid digitally signed on all the pages.) The bidder shall sign each document page as evidence of conformity to the requirements. The bid should contain only relevant information.	Doc 5	Cover1
5.	Compliance Sheet: The bidder shall submit the quoted models and software compliance sheet. Relevant documentary proof should be submitted wherever applicable.	Doc 6	Cover1
6.	All Forms specified in this document are duly filled and signed.	Doc 7	Cover1
7.	HCI Network Diagram: The bidder must submit a detailed network diagram, including cable connectivity between the ToR (Top of Rack) switch, HCI nodes, and the core switch.	Doc 8	Cover 1



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(Attested copy of Proof should be submitted to ensure that person who is signing the Unconditional Acceptance Letter and Tender document has the power to sign the same/delegate that execution power, as per the Company's Article of Association or Board Resolution. If the execution power is delegated, proof for the same should be submitted, with attestation by a Notary public.)

Non-submission of any of the above-mentioned documents may lead to rejection of the bid.

COVER – 2 (COMMERCIAL BID)

The following documents shall be included in Cover 2:

- i. The Bidder shall complete the **Price bid** as per the format given for download along with this tender.
- ii. Price list of all consumables of the quoted model of Equipment (refer SCC)

Financial Cover should contain the following documents.

1.	Commercial Bid (xls format)	Doc 1	Cover 2
2.	Rate only items(pdf)	Doc 2	Cover 2

Note: The blank price bid should be downloaded and saved on bidder's computer without changing filename otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non-responsive and rejected.

The Cover-2 of those tenderers who provide the EMD and Acceptance letter of the CIAL tender conditions in Cover-1 only will be opened.



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The commercial bid **(Cover-2)** will be opened after evaluation of the technical bid as decided by the CIAL Committee under intimation to the bidders and the rejected tenders will not be opened for further comparisons.

CIAL has the right to place an order on any firm they deem fit. It is not binding on them to place an order on the lowest quotation.

- Any false claim will lead to the rejection of tender and forfeiture of EMD at any phase of evaluation.
 - The originals of all the submitted documents asked in this tender should be produced before CIAL as and when required.
18. 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 and 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.
- 18.1. A responsive bidder is one who submits priced tender and accepts all terms and conditions of the specifications and contract documents without any modifications.
- 18.2. 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.
- 18.3. A tenderer shall submit a responsive bid, failing which his tender will be liable to be rejected.
- 18.4. The Accepting Authority does not bind himself to accept the lowest or any tender and reserves to himself the right to accept the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rate.
19. On acceptance of tender, Earnest Money will be treated as part of the security deposit.



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20. Upon acceptance of the tender, the successful tenderer shall within 15 days of receipt of intimation of acceptance of the tender, deposit with the CIAL a Performance Bank Guarantee from a Nationalized Bank in favour of purchaser. **The guaranteed amount shall be equal to 5% of the gross value of the contract price excluding AMC value** and it shall guarantee the faithful performance of the contract in accordance with the terms and conditions specifications stated in the tender documents. The guarantee shall be valid up to the commissioning of the project. The purchaser has the right to encash this Performance bank guarantee if the performance of the Contractor is not satisfactory as certified by CIAL.
21. Cochin International Airport Ltd. will return the earnest money without any interest to the unsuccessful tenderers.
22. Canvassing is strictly prohibited and the tenders submitted by the tenderers who resort to canvassing will be liable for rejection.
23. The tenderer shall not be permitted for works in CIAL in which his near relative is or working in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any staff in CIAL. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this company and also from further tendering in this company.
24. The tenderer shall give a list of CIAL and Kochi International Airport Society employees related to him.
25. The tender for works shall remain open for acceptance for a period of one hundred and twenty (120) days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the company then CIAL shall, without prejudice to any other right or remedy, be at liberty to forfeit the full said earnest money absolutely.
26. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated to the Engineer-in-Charge.
27. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice, failing which, the tender will be liable to be rejected.



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28. The final quoted price should include the applicable GST and all the taxes whatsoever applicable in India or the statutory levies applicable to this contract. The price bid form will have a separate column to show the GST rate and the amount. GST will be paid to the contractor against submission of proper GST Invoice to CIAL at the appropriate time. CIAL will not entertain any claim whatsoever beyond the final quoted price which includes GST and all the taxes that may be applicable. The tenderer/ contractor, as the Goods and/or Service provider to CIAL, shall comply with the 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 to provide all GST registration related data to CIAL as per CIAL requirement for updating the CIAL application software.

The bidder should quote for all components required for this project even if they are not specifically mentioned in this document. No extra claim during the project period regarding any other item will be entertained.

29. This notice of tender shall form part of the contract document.

30. All the tenderers must indicate the capacity and authority of the individual signing the tender

31. BLANK

32. BLANK

33. **Technical Presentation:** The bidder should be ready for a detailed technical presentation in front of the technical evaluation committee after the technical bid opening. During the technical presentation, the vendor should explain the detailed design and working of the quoted equipment with advantages and



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limitations. The time allotted for the presentation shall be 2 hours. The date and time of the technical presentation will be intimated later.

34. **Technical Demonstration & Evaluation**

CIAL reserves the right to have the technical evaluation of the quoted model of equipments, by physically testing the quoted model of equipments by the technical committee, consisting of 3 Officers, constituted by CIAL. The bidder should offer equipment of the same make & model quoted, for a technical evaluation/demonstration, at Cochin International Airport. Inspection of equipments shall be in accordance with relevant CIAL procedures. All arrangements for conducting the inspection and testing shall be the responsibility of the Contractor. In case the quoted make and model of equipment was demonstrated at Cochin International Airport any time during the last one-year period from the date of release of this tender, CIAL reserves the right to waive-off demonstration of the respective equipment.

CIAL has the right to cancel or make alterations in the contract based on this evaluation. All expenses for site visit and technical demonstration shall be as per the terms of FAT and shall be borne by the bidder. If the technical committee finds that any of the offered equipment is not meeting the tender specifications and features offered by the bidder or the offered model of equipment has maintenance issues then CIAL reserves the right to disqualify the offered equipment and it will automatically lead to the rejection of tender or equipment at that phase of tendering. After technical evaluation of quoted model of equipments, CIAL reserves the right to reject any particular bid.

- 35. In case any incorrect information is submitted by tenderer against this tender, the offer shall be summarily rejected. EMD shall be forfeited under this condition.
- 36. CIAL reserves the right to allow the bidders to revise the submitted commercial bid after the technical evaluation and before the opening of commercial bid, if found necessary. This will be the sole discretion of CIAL.
- 37. Bidders shall conduct a site survey at CIAL before submitting the bids. Based on this, a detailed design customized for CIAL must be submitted along with the technical bid. This should address all the specifications and requirements mentioned in this document.



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38. **Performance Guarantee:**

The successful tenderer, hereafter referred to as contractor, shall deposit an amount equal to 5% of the accepted value of work (without limit) as Performance guarantee (Performance Security) in one of the following forms.

- Cash/DD (if guarantee amount is less than Rs.1,00,000/-)
- An irrevocable Bank Guarantee bond of any scheduled bank or any nationalized bank in India in the prescribed form. (If guarantee amount is Rs.1,00,000/- or more).

39. The time limit allowed for submission of the performance guarantee by the contractor shall be 15 days from the Letter of Intent (LOI). The work order shall be issued to contractor only after it submits the performance guarantee in an acceptable form. Performance security shall be released after satisfactory completion of work without any interest.

40. This tender is an e-Tender and is being published online for the above work. This tender is invited in 2 cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

41. The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in

42. Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or through email: etendershelp@kerala.gov.in or helpetender@gmail.com for assistance in this regard. For any issues faced in getting the required support, bidder may contact CIAL through email: **shivalik@cial.aero** and **anoop@cial.aero**.



43. Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender documents consisting of drawings, specifications, Schedule(s) of items of the various classes of work to be done, the conditions of contract and other necessary documents will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. Pre-bid Queries: the last date of submission of Pre-Bid Queries shall be 15/01/2025 15:00Hrs. For submitting pre-bid queries, bidder has to login to the website <https://etenders.kerala.gov.in> and click on the 'Clarifications' link.
- iii. **Publishing of Corrigendum:** All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.
- iv. **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. No manual submission of bids is allowed, and manual bids shall not be accepted under any circumstances.
- v. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- vi. Opening of Financial Bids: Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

43. Documents Comprising Bid:

i. Pre-Qualification & Technical Cover (based on 2-cover tender system):

Pre-qualification and Technical bids shall contain scanned copies of the documents that every bidder has to upload.

Neither CIAL nor KSITM will take any responsibility for any technical snag or failure that has taken place during document upload. Only the bids of the tenderers who provide the Unconditional Acceptance letter of the CIAL tender conditions and EMD



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will be considered for evaluation. Any false claim will lead to the rejection of tender and forfeiture of EMD at any phase of evaluation. Originals of all the submitted documents, along with CD containing soft copy of all documents asked in this tender should be produced before CIAL as and when required.

ii. Financial Cover as per the 2-cover tender system:

The Bidder shall complete the financial bid as per format given for download along with this tender. AMC rates after the warranty period also should be indicated in the Bid Form.

Note: The blank financial bid should be downloaded and saved on bidder's computer without changing filename; otherwise, financial bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non-responsive and rejected.

The bidder should also complete and submit the Form for the Rate Only Items, if any, as per the format given for download along with this tender.

The commercial bid (**Cover-2**) will be opened as decided by the Committee under intimation to the bidders and the rejected tenders will not be opened for further comparisons. CIAL has the right to place an order on any firm as they deem fit.

44. Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay a tender submission fee and **Earnest Money Deposit online as specified in schedule E**. The EMD is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

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

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

A) Internet Banking Options (Retail)



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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		



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31	Karur Vysya Bank		
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	ShamraoViththal 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) SBI Account Holders shall click **SBI** option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.



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- 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.

**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.*

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

45.SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their technical bid and financial bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD.

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



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ACCEPTANCE LETTER

(TO BE SUBMITTED IN COVER NO. 1)
(Refer Condition 17.1 of Notice Inviting Tender)

The Managing Director,
Cochin International Airport Ltd.,
Kochi Airport P.O.- 683 111.

Sir,

ACCEPTANCE OF CIAL'S TENDER CONDITIONS

1. Tender document for Supply, Installation, Testing, Training and Commissioning of Hyper-Converged Infrastructure Solution at Cochin International Airport has been sold to me/us by CIAL, and I/We hereby unconditionally accept all the tender conditions of CIAL's tender documents in its entirety for the above work.
2. The contents of clause of 17.1, 18.1, 18.2 and 18.3 of Notice Inviting Tender of the Tender Documents 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 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 Hyper-Converged Infrastructure Solution as per CIAL site conditions.

Yours faithfully,

(Signature of the tenderer)

Date: _____.

With rubber stamp

CIAL

Signature & Seal of Bidder



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COCHIN INTERNATIONAL AIRPORT LTD

TENDER FORM

Tender document for Supply, Installation, Testing, Training and Commissioning of Hyper-Converged Infrastructure Solution at Cochin International Airport.

1. To be submitted by 15.00 hours on 27/01/2025 to The Managing Director, Cochin International Airport Ltd., Kochi Airport P.O. – 683 111.
2. Tender document and Tender document shall be opened in presence of tenderers, who may be present, at 15.30 hours on 28/01/2025 in the office of Cochin International Airport Ltd.,

Issued to _____ (Contractor)

Issued by
Managing Director,
Cochin International Airport Ltd.,
Kochi Airport P.O. – 683 111.



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TENDER

To

Cochin International Airport Ltd.

I/ We have read and examined the following documents relating to the Tender document for the Supply, Installation, Testing, Training, and Commissioning of Hyper-Converged Infrastructure Solution at Cochin International Airport.

- a. Notice inviting tender.
- b. Schedules
- c. General Conditions of Contract
- d. Special Conditions of Contract.
- e. Particular Conditions of Contract.
- f. Technical Specifications.
- g. Bill of Quantity and Schedule of Rates.

I/We hereby tender for execution of the works referred to in the aforesaid documents upon the terms & Conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates contained in Schedule A and within the period (s) of completion as stipulated in Schedule E.

I/We agree to keep the tender open for acceptance for one hundred twenty (120) days from the due date of submission and not to modify its terms and conditions, which are not acceptable to CIAL.

A sum of Rs 10,00,000/- (Rs. Ten Lakhs) is paid online through the e-GP Kerala website. If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender, which are not acceptable to CIAL, I/We agree that CIAL shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely and I/We shall not be considered as unsuccessful tenderer for the purpose of return of earnest money as provided in the Notice Inviting Tender. Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.

If, after the tender is accepted, I/We fail to commence the execution of the Works as provided in the Conditions, I/We agree that CIAL shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely and invoke



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the Performance Bank guarantee and take suitable actions against me/us as deemed fit under the terms and conditions of the contract.

I/We agree that should CIAL decide to forfeit earnest money as aforesaid, unless a sum equal to the earnest money mentioned above is paid by me\us forthwith, CIAL may at its option recover it out of the deposit and in the event of deficiency, out of any other moneys due to me\us or otherwise.

If the tender is accepted, I/We agree that the earnest money deposited at the time of tender shall be treated as part of security deposit and the balance security deposit shall be paid by me/us or CIAL shall collect the same by deductions from my/our running bill as per condition of contract.

Signature in the Capacity of _____

Duly authorized to sign the
Tender on behalf of the (in block
Capitals) _____

Date _____

Witness _____

Postal address _____

Date _____

Address _____

Telegraphic address _____

Telephone No. _____



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SCHEDULES

SCHEDULE 'A' - SCHEDULE OF QUANTITIES – Attached separately in Commercial Bid

SCHEDULE 'B' - MATERIALS FOR ISSUE TO THE CONTRACTOR- Not applicable

SCHEDULE 'C' – Not applicable

SCHEDULE 'D' - SCHEDULE OF FAIR WAGES Not applicable



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SCHEDULE E

REFERENCE TO CONDITIONS OF CONTRACT

Sl. No.		Description	Applicable to this contract
1.		Name of work	SITC of Hyper-Converged Infrastructure Solution at CIAL
2.		Estimated cost	Rs. 5 Crores + GST
3.		Earnest Money Deposit (EMD)	Rs. 10 Lakhs. (Online payment only)
4.		Tender Submission Fee	Rs. 2000/- (Online payment only)
5.		Period of Completion	3 Months
6.		Last date for pre-bid queries	15/01/2025
7.		Last date for submission of Bids	27/01/2025
8.		Opening of Technical Bids	28/01/2025
9.		Opening of Commercial Bid	Will be intimated later
10.		Pre-Bid Meeting	Not Applicable
11.	NIT: 20	Performance Bank Guarantee (PBG) Value	5% of the gross value of the contract price, excluding AMC value.

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12.	NIT 31	Timeline to submit the PBG	15 days from the date of Award of Work (Letter of intent)
13.	Gen: 9	Security Deposit	10% of the gross value of bill
14.	Gen: 33	Defects Liability Period	5 Years
15.	NIT: 23	GST details of CIAL	Billing Address: Cochin International Airport Ltd. Kochi Airport (PO), Ernakulam – 683111, Kerala, India GSTIN:32AAACC9658B1ZX PAN: AAACC9658B
16.		Accepting Authority	MD, CIAL
17.	Contact Person	Etender Helpdesk	etendershelp@kerala.gov.in helpetender@gmail.com +91-471-2577088, +91-471- 2577188, +91-471-2577388
		CIAL	shivalik@cial.aero anoop@cial.aero +91-8129781418

(Signature of Issuing Officer)

(Signature of Contractor)

Date:

Date:



SECTION II

GENERAL CONDITIONS OF CONTRACT (GCC)



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SECTION II

GENERAL CONDITIONS OF CONTRACT

INTERPRETATION AND DEFINITIONS

1. SINGULAR & PLURAL

Where the context so requires, words imparting the singular only also include the plural and vice-versa.

2. HEADINGS AND MARGINAL NOTES TO CONDITIONS:

Headings and marginal notes to these General Conditions shall not be deemed to form part thereof or be taken to consideration in the interpretation or construction thereof or of the contract.

3. DEFINITIONS

- a) Authority “CIAL” shall mean Cochin International Airport Ltd. having its headquarters at Cochin and includes a duly authorised representative of CIAL or any other person empowered in this behalf by CIAL to discharge all or any of its functions.
- b) The “Accepting Authority” shall mean Managing Director, Cochin International Airport Ltd.
- c) The “Contract” shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, executed between CIAL and the Contractor together with the documents referred to therein including these Conditions with appendices and any special Conditions, the specifications, designs, drawings, schedule of quantities with rates and amounts and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- d) The “Contractor/ Supplier/ Vendor/ System Integrator” shall mean the individual or firm or company undertaking the works and shall include legal representative of such individual or persons composing such firm or incorporated company, or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- e) The Contract Sum shall mean:
 - (i) In the case of Lump Sum Contracts the sum for which the tender is accepted.



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- (ii) In the case of percentage Rate Contracts the estimated value of the Works as mentioned in schedule of rates adjusted by the Contractor's percentage.
- (iii) In the case of Item Rate Contracts the cost of the Works arrived at after extension of the quantities shown in Schedule of Quantities by the item rates quoted by the tenderer for the various items.
- f) A "Day" shall mean a day of 24 hours from midnight irrespective of the number of hours worked in that day.
- g) "Engineer-in-charge" shall mean the Engineering Officer appointed by the Accepting Authority or his duly authorised representative who shall direct, supervise and be in-charge of the works for purposes of this contract.
- h) "Excepted Risks" are risks due to riots (otherwise than among Contractor's employees) and civil commotion (so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damage from aircraft, acts of God, such as earth-quake, lightning and un-precedented flood and other causes over which the Contractor has no control and accepted as such by the Accepting Authority.
- i) "Market Rate" shall be the rate as decided by the Engineer-in-charge on the basis of cost of materials and labour at the Site where the work is to be executed, plus 10 (ten) percentage to cover all overheads and profit.
- j) "Schedule" referred to in these conditions shall mean Schedule annexed to the acceptance of the tender
- k) The "Site" shall mean the lands and/or other places on, under, in or through which the work is to be executed under the Contract including any other lands or places which may be allotted by CIAL or used for the purposes of the Contract.
- l) "Temporary Works" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the Works.



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- m) “Urgent Works” shall mean any urgent measures which, in the opinion of the Engineer-in-Charge, become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.
- n) A “Week” shall mean seven days without regard to the number of hours worked in any day in that week.
- o) The “Works” shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the Contract.
- p) Sub-Contractor. - The term “Sub-Contractor” used herein refers to a party or parties having a direct contract with the Contractor to whom any part of the contract has been sublet by the Contractor with the consent in writing of the Engineer-in-Charge.
- q) Drawings-The term “Drawings” means the Drawings referred to in the contract and any modification of such drawings approved in writing by the Engineer-in-Charge and such other drawings as may from time to time be furnished or approved in writing by the Engineer-in-Charge, as well as shop drawings which may have to be prepared by the Contractor and are approved by the Engineer-in-Charge.
- r) Contract Price/Amount – The term “Contract Price/Amount” means the sum mentioned in the Tender subject to such additions thereto or deductions therefrom as may be under the provisions hereinafter contained.
- s) Month- “Month” shall mean the English Calendar month.
- t) Terms of Approval, Judgment or Direction

When the words “Approved”, “Subject to approval”, “satisfactory”, “equal to” “determined by”, “accepted”, “permitted”, etc. are used, the approval, judgment, direction, etc. implied is understood to be a function of the Engineer-in-Charge and/or Consultant and shall have the same effect as if performed by the CIAL.



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- u) Contractor's Employee. - The term "Contractor's Employee" used herein refers to the Workmen or Employee directly or indirectly employed by the Contractor for the contract.
- v) "T&P" means tools and plants
- w) "Equipment" means all the software, hardware, networking and passive components of the Hardware.

SCOPE AND PERFORMANCE

4. CONTRACT DOCUMENTS

The Contractor shall be furnished, free of charge, two certified true copies of the Contract Documents except standard specifications and the schedule or rates. All further drawings which may be issued during the progress of the works shall also be provided free of cost. He shall keep one copy of the documents on the Site in good order, and the same shall at all reasonable times be available for inspection and use by the Engineer-in-Charge, his representatives or by other inspecting Officers.

None of these Documents shall be used by the Contractor for any purpose other than that of this Contract.

The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian Official Secrets Act 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such works under the Contract.

5. WORKS TO BE CARRIED OUT

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the Works. The descriptions given in the



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Schedule of Quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage, carrying in return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

6. INSPECTION OF SITE

The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender, the quantities and nature of work and materials necessary for the completion of the Works and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

7. SUFFICIENCY OF TENDER

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.

8. DISCREPANCIES AND ADJUSTMENT OF ERRORS

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small scale drawing and figured dimensions in preference to scale and Special Conditions in preference to General Conditions.

8.1. In the case of discrepancy between Schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed.

- a) Description in Schedule of Quantities
- b) Technical Specifications



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- c) Particular Conditions of Contract
- d) Special Conditions of Contract
- e) Drawings
- f) Notice Inviting Tender
- g) General Conditions of Contract

8.2. If there are varying or conflicting provisions made in any one document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document. Conflicting provisions, if any communicated by the contractor to the Accepting Authority shall be decided by the Accepting Authority.

8.3. Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the contract.

8.4. If on check there are found to be differences between the rates given by the Contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules:

- a) In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.
- b) In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the unit rate and quantity the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
- c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
- d) The total of various sections of Schedule of Quantities amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of the tenderer, be substituted for



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the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of Quantities or in sections of Schedule of Quantities or in General Summary, by the tenderer, shall be ignored.

- e) In case of lump sum contracts based on Bills of Quantities (quantities not shown as provisional), should any error in quantities or any omission of items be discovered, the cumulative effect of which varies the Contract sum by more than 5% or Rs.20,000/- whichever is less, then the errors shall be rectified and the rectification dealt with as for deviations/variations under conditions 10 & 11 hereof, and the value thereof shall be added or deducted from the Contract Sum, as the case may be provided that there shall be no rectification of any errors, omissions, or wrong estimates in the prices inserted by the Contractor in the Bills of Quantities.

9. SECURITY DEPOSITS

- a) (10% of the gross amount of Project Cost (excluding OMC Cost) minus EMD) will be deducted as security deposit from each bill. EMD will be considered as Initial security deposit.
 - 1. Provided that the security deposit reaches a limit of Rs.10 (ten) lakhs, the Contractor, if he so desires may convert the amount into Bank guarantees from any Nationalized/Scheduled bank.
 - 2. Provided that, if at the time of payment of the final bill, the deductions so made together with the earnest money already deposited, fall short of the security deposit above, the recovery of the balance amount of security deposit shall be deemed to have been waived.
- b) All compensation or other sums of money payable by the Contractor under the terms of this Contract or any other Contract or any other account whatsoever may be deducted from his security deposit or from the interest arising therefrom or from any sums which may be due or may become due to the Contractor by CIAL on any account whatsoever and in the event of his security deposit being reduced by reason of such deduction as aforesaid, the Contractor shall within



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fourteen days of receipt of notice of demand from the Engineer-in-Charge, make good the deficit.

c) <blanks>

- d) Refund of Security Deposit: The Security deposit collected as per 9(a) above of GCC will be released to the Contractor after 1 year from the date of successful commissioning of the project, provided that the system is free of defects provided and the Engineer-in-Charge is satisfied that there is no demand outstanding against the Contractor.

10. DEVIATIONS/VARIATIONS EXTENT & PRICING

The Engineer-in-Charge shall have power:

- (i) to make alteration in omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the Works in case of non-availability of a portion of the Site or for any other reasons, and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitution shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the Works, shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main work.

10.1 The time for completion of the Work shall, in the event of any deviations resulting in additional cost over the Contract Sum being ordered, be extended as follows if requested by the Contractor.

- a) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original Contract sum plus.



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- b) Any further additional time as may be considered reasonable by the Engineer-in-charge. (Subject to maximum of 25% of the time calculated as above).

10.2 Rates for such additional, altered or substituted work shall be determined by the Engineer-in-Charge as follows:

- (i) If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders where two or more schedule of quantities may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other Schedule of Quantities.

- (ii) If the rate for any altered, additional or substituted item of work is not specified in the Schedule of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedule of quantities form part of the contract, the rate shall be derived from the nearest similar item in the Bills of Quantities of the particular part of works in which the deviation is involved failing that from the lowest of the nearest similar items in other schedule of quantities.

(Applicable to Measurement Contracts based on item rates or lump sum Contracts based on Bills of Quantities or Percentage Rate Contracts).

- (iii) If the rate for any altered, additional or substituted item of Work cannot be determined in the manner specified in sub-paras (i) to (ii), the rate(s) for such part(s) shall be determined by the Engineer-in-Charge on the basis of the purchase price as supported by the vouchers unless the Engineer-in-Charge finds the purchase price unreasonable. In the latter event the price shall be determined on the basis of market rate(s) prevailing during the fortnight following the date of the order.
- (iv) If the rate for any altered, additional or substituted item of Work cannot be determined in the manner specified in sub-paras (i) to (iii) above, the Contractor



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shall, within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge of the rate which he proposes to claim for such item of work supported by analysis of the rate claimed and the Engineer-in-Charge shall within three months thereafter, after giving due consideration to the rate claimed by the Contractor, determine the rate on the basis of market rate (s). In the event of the Contractor failing to inform the Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in-Charge on the basis of market rate(s).

(v) Provisions contained in sub-conditions (i) to (iv) above shall not apply to:

That value of any contract item, substituted item or contract-cum-substituted item as is in excess of the original value of the item by 25%.

(Applicable to lump-sum Contracts, Measurement contracts based on item rates and percentage Rate Contracts).

11. In the case of contract items, substituted items, contract-cum-substituted items or additional items which exceed the limits laid down in sub-para (v) of Condition 10 above, the Contractor may, within fourteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above-mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the Schedule of quantities or of those derived in accordance with the provisions of sub-para (i) to (iii) of Condition 10 by more than five percent, the Engineer-in-Charge shall, within three months of receipt of the claim supported by analysis, after giving consideration to the analysis of the rates submitted by the Contractor determine the rates on the basis of market rates and if the rates so determined exceed the rates specified in the Schedule of Quantities or those derived in accordance with the provisions of sub-para (i) to (iii) of Condition 10 by more than five per cent, the Contractor shall be paid in accordance with the rates so determined. In the event of the Contractor failing to claim revision of rates within the stipulated period, if the rates determined by the Engineer-in-Charge within a period of three months of receipt of the claim supported by analysis are within five per cent of the rates specified in the Schedule of Quantities or of those determined in



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accordance with the provisions of sub-paras (i) to (iii) of Condition 10, the Engineer-in-Charge shall make payment at the rates as specified in the Schedule of Quantities or those already determined under sub-paras (i) to (iii) of Condition 10 for the quantities in excess of the limits laid down in sub-para (v) of Condition 10.

- 11.1 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items, for the in excess of the limits laid down in sub-para (v) of Condition 10 provided that such decrease is more than five per cent of rates specified in the Schedule of Quantities or of those derived in accordance with the provisions of sub-paras (i) to (iii) of Condition 10, and the Engineer-in-Charge may after giving notice to the Contractor within two months of receipt of order by the Contractor or occurrence of the excess and after taking into consideration any reply received from within fourteen days of receipt of the notice revise the rates for the work in question within two months of expiry of said period of 14 days having regard to the market rates.

12. SUSPENSION OF WORK

- (a) The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the work or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons.
- (i) On account of any default on part of the Contractor, after making proper communication to the contractor regarding the default; or
 - (ii) For proper execution of the Works or part thereof for reasons other than the default of the Contractor; or
 - (iii) For safety of the Works or part thereof. However, if the contractor has not taken adequate safety measures then it may also be considered as the default of contractor as in clause 12 (i) above



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The Contractor shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

(b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above:

The Contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25%.

If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (i) in sub-para (a) above, the Contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the Works or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the Contractor, if he intends to treat the suspension, where it affects only a part of the Works as an omission of such part by CIAL under Conditions 10 and 11 or where it affects the whole of the Works, as an abandonment of the Works by CIAL shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the Contractor treating the suspension as an abandonment of the Contract by CIAL, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at Site, remaining idle in consequence and of materials collected which could not be utilized on the Works, adding to the total thereof 10 percentage to cover indirect expenses of the Contractor, provided the Contractor submits his claim supported by the details to the Engineer-in-Charge within 28 days of the expiry of the period of 3 months.

13. TIME AND EXTENSION FOR DELAY



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The time allowed for execution of the Works as specified at Serial No.3 in Schedule E or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the Works shall commence as specified in Schedule E. If the Contractor commits default in commencing the execution of the work as aforesaid, the earnest money deposit shall be forfeited without prejudice to any other right or remedy of CIAL.

- 13.1 As soon as possible after the Contract is concluded the Engineer-in-Charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents.
- 13.2 If the Works be delayed by force majeure, or excepted risks, or any other cause which, in the absolute discretion of the Accepting Authority is beyond the Contractor's control then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the Works.
- 13.3 Request for extension of time to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also if practicable, indicate in such a request the period for which extension is desired.
- 13.4 In any such case the Accepting Authority may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request by the Engineer-in-Charge.



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14. COMPLIANCE TO CIAL IT POLICY

The contractors' representatives, agents, employees and workmen are bound to comply with the provisions of CIAL IT policy which is available for reference at CIAL and will be shared with the contractor after the award of work. All employees of the contractor who are using CIAL's IT Infrastructure should sign an agreement on the Acceptable usage guidelines for IT systems. In case of any security incidents or vulnerabilities in the system being found by the employees of the contractor, the same has to be reported immediately to the Engineer-in-charge. The contractor should also sign a Non-Disclosure Agreement which is attached in Form 12.

15. MATERIALS AND SOFTWARE

15.a The Contractor shall at his own expense, provide all materials/software required for the works other than those which are to be supplied by CIAL. The Contractor shall obtain necessary permits from the legal and statutory Authorities including local bodies.

15.a.1 All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall if requested by the Engineer-in-Charge, furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply.

15.a.2 The Contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials/ software proposed to be used in the Works. The Engineer-in-Charge shall within seven days of supply of samples or within such further period as he may require intimate to the Contractor in writing, or inform the Contractor whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval fresh samples complying with the specifications laid down in the Contract.

15.a.3 The Engineer-in-Charge shall have full powers to require removal of any or all of the materials/software brought to Site by the Contractor which are not in



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accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials/software the Engineer-in-Charge shall be at liberty to have them removed by other means. The Engineer-in-Charge shall have full powers to procure other proper materials/software to be substituted for rejected materials/software and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution shall be borne by the Contractor.

15.a.4 The Contractor shall indemnify CIAL employee against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design right and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract in the event of any claim being made or action being brought against CIAL or any agent, servant or employee thereof, Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by CIAL but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings and/or specifications issued after submission of the tender.

15.a.5 Subject as hereinafter provided in Condition 53/53.1, all charges on account of octroi, terminal, sales tax or GST and other duties on materials obtained for the Works from any source (excluding materials supplied by CIAL) shall be borne by the Contractor.

15.a.6 The Engineer-in-Charge shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which Engineer-in-Charge, may require for the purpose. If no tests are specified in the Contract, and such tests are required by the Engineer-in-Charge, the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor only if the tests disclose that the



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said materials are not in accordance with the provision of the Contract. The cost of materials consumed in tests shall be borne by the Contractor in all cases except when otherwise provided.

15.b <blanks>

GENERAL

15.c Materials required for the Works, whether brought by the Contractor or supplied by CIAL shall be stored by the Contractor only at places approved by the Engineer-in-Charge. Storage and safe custody of materials shall be the responsibility of the Contractor. The contractor may post sufficient Security Personnel at site to ensure the safe custody of materials.

15.c.1 CIAL's officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the Works, either on the Site or at factory or workshop or other place(s) where such materials are assembled/fabricated, manufactured or at any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

15.c.2 All materials brought to the Site for the work and accepted by CIAL shall become and remain the property of CIAL and shall not be removed off the Site, without the prior written approval of the Engineer-in-Charge. But whenever the Works are finally completed and advance, if any, in respect of any such materials is fully recovered, the Contractor shall at his own expense forthwith remove from the Site all surplus materials originally supplied by him and upon such removal, the same shall revert in and become the property of the Contractor.

16. LABOUR

The Contractor shall employ labour in sufficient numbers either directly or through subcontractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of



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the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed his eighteen years of age.

- 16.1 The Contractor shall furnish to the Engineer-in-Charge weekly distribution return of the number and description by trades of the work people employed on the Works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them
- 16.2 The Contractor shall pay to labour employed by him either directly or through sub-contractors wages not less than fair wages as defined in the Contractor's Labour Regulations.
- 16.3 The Contractor shall in respect of labour employed by him either directly or through sub-contractors comply with or cause to be complied with the Contractor's Labour Regulations in regard to all matters provided therein.
- 16.4 The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Provident Fund Act, Maternity Benefit Act, 1961, and Mines Act, 1952 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- A) The Contractor shall be liable to pay his contribution and the employee's contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees' State Insurance Act, 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-Charge shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.



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- 16.5 The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in the Contractor's Labour Regulations have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers; non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractor's Labour Regulations.
- 16.6 The Contractor shall indemnify CIAL against any payments to be made under and for non-observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
- 16.7 In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractor's Labour Regulations, as amended from time to time or furnishing any information or submitting or filing any Form/Register/Slip under the provisions of those Regulations which is materially incorrect then on the report of the Inspecting Officers as defined in the Contractor's Labour Regulation, the Contractor shall without prejudice to any other liability pay to CIAL Rs.250/- as liquidated damages for every default, breach or furnishing, making, submitting, filing materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the Contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs.250/- per day for each day of default subject to a maximum of 5% of the estimated cost of the Works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding
- 16.8 The Contractor shall at his own expense comply with or cause to be complied with rules for Labour Welfare framed by Govt. of Kerala and Govt. of India, as applicable from time to time for the protection of health and for making sanitary arrangement for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid, the Engineer-in-Charge



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shall be entitled to do so and recover the cost thereof from the Contractor along with suitable penalty as decided by the Engineer-in-Charge.

SAFETY CODE:

16.9 The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor along with suitable penalty as decided by the Engineer-in-Charge.

- (i) Failure to comply with rules for Labour Welfare as in Condition 16.8., Safety Code or the provisions relating to report on accidents shall make the Contractor liable to pay to CIAL as liquidated damages an amount not exceeding Rs.250/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contractor's Labour Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.

17. POSSESSION OF SITE

The Contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of site until instructed to do so by the Engineer-in-Charge in writing. The portion of the site to be occupied by the Contractor shall be defined and/ or marked on the site plan, failing which these shall be indicated by the Engineer-in-Charge at site and the Contractor shall on no account be allowed to extend his operations beyond these areas. In respect of any land allotted to the Contractor for purposes of or in connection with the contract, the Contractor shall be a licensee subject to the following and such other terms and conditions as may be imposed by the CIAL :-



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- (i) that he shall pay a nominal license fee of Re.1 per year or part of a year for use and occupation, in respect of each and every separate area or land allotted to him.
- (ii) that such use or occupation shall not confer any right of tenancy of the land to the Contractor.
- (iii) that the Contractor shall be liable to vacate the land on demand by the Engineer-in-Charge.
- (iv) that the Contractor shall have no right to any construction over this land without the written permission of the Engineer-in-Charge. In case, he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary.

17.1. The Contractor shall provide, if necessary or if required on the Site, all temporary access thereto and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-Charge and make good all damage done to the Site.

17.2. < blanks >

18. SETTING OUT THE WORKS

The Engineer in Charge shall supply dimensioned drawings, levels and other information necessary to enable the Contractor to set out the Works and be responsible for the accuracy of the same. The contractor shall amend at his own cost and to the satisfaction of the Engineer-in-Charge any error found at any stage which may arise through inaccurate settings out unless such error is based on incorrect data furnished in writing by the Engineer-in-Charge, in which case the cost of rectification shall be borne by CIAL. The Contractor shall protect and preserve all bench marks used in setting out the Works till end of the Operation and Maintenance Period unless the Engineer-in-Charge directs their earlier removal.

19. NUISANCE



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The Contractor shall not at any time do, cause or permit any nuisance on the Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the Site and to the public generally.

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25. CONTRACTOR'S SUPERVISION

The Contractor shall either himself supervise the execution of the Works or shall appoint a competent agent approved by the Engineer-in-Charge. If the Contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the Works, the Contractor shall at his own expense, employ as his accredited agent, an engineer approved by the Engineer-in-Charge. Orders given to the Contractor's agent shall be considered to have the same force if these had been given to the Contractor himself. If the Contractor fails to appoint a suitable agent as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full powers to suspend the execution of the Works until such date as a suitable agent is appointed and the Contractor shall be held responsible for the delay so caused to the works.

26. INSPECTION AND APPROVAL

All works embracing more than one process shall be subject to examination and approval at each Stage thereof and the Contractor shall give due notice to the Engineer-in-Charge or his authorised representative when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.

26.1 No work shall be covered up or put out of view without the approval of the Engineer-in-Charge or his authorised representative and the Contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination before permanent



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work is placed thereon. The Contractor shall give due notice to the Engineer-in-Charge or his authorised representative whenever any such work is ready for examination and the Engineer-in-Charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work. In the event of the failure of the Contractor to give such notice he shall, if required by the Engineer-in-Charge, uncover/make available for inspection, such work at the Contractor's expense.

26.2 Company officers concerned with the Contract shall have powers at any time to inspect and examine any part of the Works and the Contractor shall give such facilities as may be required for such inspection and examination.

27. DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE:

The duties of the representative of the Engineer-in-Charge, are to watch and supervise the Works and to test and examine any materials to be used for workmanship employed in connection with the Works. He shall have no authority to order any work involving any extra payment by CIAL nor to make any variation in the Works.

27.1 The Engineer-in-Charge may from time to time in writing delegate to his Representative any of the powers and authorities vested in the Engineer-in-Charge and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the Engineer-in-Charge to the Contractor within the terms of such delegation shall bind the Contractor and CIAL as though it had been given by the Engineer-in-Charge.

27.2 Failure of the Representative of the Engineer-in-Charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down, removal, replacement, modification or breaking up thereof.



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27.3 If the Contractor shall be dissatisfied with any decision of the Representative of the Engineer-in-Charge, he shall be entitled to refer the matter to the Engineer-in-Charge who shall thereupon confirm, reverse or vary such decision.

28. REMOVAL OF CONTRACTOR'S EMPLOYEE

The Contractor shall employ in and about the execution of the Works only such persons as are skilled and experienced in their several trades and the Engineer-in-Charge shall be at liberty to object to and require the Contractor to remove from the Works any person employed by the Contractor in or about the execution of the Works who in the opinion of the Engineer-in-Charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the Works without permission of the Engineer-in-Charge.

29. UNCOVERING AND MAKING GOOD

The Contractor shall uncover any part of the Works and/or make openings in or through the same as the Engineer-in-Charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-Charge. If any such part has been covered up or put out of view after being approved by the Engineer-in-Charge and is subsequently found on uncovering to be executed in accordance with the Contract, the expenses of discovering and/or making openings in or through, reinstating and making good the same shall be borne by CIAL; in any other case all such expenses shall be borne by the Contractor.

30. WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS

Subject to any provisions to the contrary contained in the Contract, none of the permanent works shall be carried out during night or on Sundays or on authorised holidays without the permission in writing of the Engineer-in-Charge except when the work is unavoidable or absolutely necessary for the safety of life, property and Works in which case the Contractor shall immediately advise the Engineer-in-Charge accordingly. Contractor if need be, work in shifts with prior written permission from Engineer-in-Charge.

31. BLANK



32. COMPENSATION FOR DELAY:

If the Contractor fails to maintain the required progress in terms of condition 13 or to complete the work and clear the site on or before the contract or extended date-period of completion, he shall, without prejudice to any other right or remedy of CIAL on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as be fixed by the Accepting Authority on the contract value of the work for every week that the progress remains below that specified in condition 13 or that the work remains incomplete.

This will also apply to items or group of items for which separate period of completion has been specified.

For this purpose the term 'Contract Value' shall be the value at contract rates of the work as ordered.

- a) Completion period (as originally stipulated) not exceeding 6 months. @ 1 per cent per week.
- b) Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years @ **1/2 per cent per week.**
- c) Completion period (as originally stipulated) exceeding 2 years @ 1/4 percent per week.

32.1 Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed the under noted percentage of the Contract value or of the Contract value of the item or group of items of work for which a separate period of completion is given:

- a) Completion period (as originally stipulated) not exceeding 6 months: 10 per cent.
- b) Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years: **7.5 per cent.**
- c) Completion period (as originally stipulated) exceeding 2 years: 5 per cent.

32.2 The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with CIAL.



33. WARRANTY PERIOD & OPERATION AND MAINTENANCE CONTRACT PERIOD:

The Warranty period shall be as mentioned in SCHEDULE E which shall be reckoned from the certified date of commissioning of Phase 1 and the Contractor shall be responsible for replacing any defective item with a new equivalent or higher configuration item which will provide an equivalent or better service than the faulty item and remedy at his own expense within such period any defect which may develop or may be noticed before the expiry of the period and intimation of which has been sent to the Contractor within seven days of the expiry of the said period by an email/letter sent by hand delivery or by registered post.

34. CONTRACTOR'S LIABILITY AND INSURANCE:

From commencement to completion of the Works, the Contractor shall take full responsibility for the case thereof and for taking precautions to prevent loss or damage and to minimise loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof and all CIAL's T&P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the Works and CIAL's T & P shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

34.1 In the event of any loss or damage to the Works or any part thereof or to any T & P or to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:

- a) the Contractor shall, as may be directed in writing by the Engineer-in-Charge remove from the Site any debris and so much of the works as shall have been damaged taking to CIAL's T & P store such CIAL's T & P articles and/or materials as may be directed;



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- b) The Contractor shall, as may be directed in writing by the Engineer-in-Charge proceed with the erection and completion of the Works under and in accordance with the provisions and Conditions of the Contract; and
- c) there will be added to the Contract Sum, the net amount due, ascertained in the same manner as for deviations, or as prescribed for payment, in respect of the re-execution of the Works lost or damaged, the replacement of any T & P and any materials and articles lost or damaged but not incorporated in the Works on the day when the loss or damage accrued and the removal by the Contractor as provided above of CIAL's T & P articles and/or materials to the CIAL's store and of debris and damaged Works referred to therein and the compensation paid by him, under any law for the time being in force, to any workman employed by him for any injury caused to him, or to the workman's legal successors for loss of the workman's life.
- 34.2 Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimise the amount of such loss or damage.
- 34.3 < blanks >
- 34.4 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 Workmens 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.



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- 34.5 The Contractor shall indemnify and keep indemnified CIAL against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the installation, testing, and maintenance of Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify CIAL against any compensation or damage caused by the Excepted Risks.
- 34.6 The Contractor shall at all times indemnify CIAL against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948 Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961, Provident Fund Act or any modifications thereof or any other law relating thereto and rules made thereunder from time to time or as a consequence of any accident or injury to any workman or other persons in or about the Works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of CIAL, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto.
- 34.7 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-Charge has agreed to their cancellation.
- 34.8 The Contractor shall prove to the Engineer-in-Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Operation and Maintenance Contract period.



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- 34.9 The Contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or losses to CIAL resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, the relevant policy or policies and premiums receipts as and when required by the Engineer-in-Charge.
- 34.10 If the Contractor and/or his sub-contractors (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract then and in any such case CIAL may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by CIAL from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

35. FACILITIES TO OTHER CONTRACTORS:

The Contractor shall, in accordance with the requirements of the Engineer-in-Charge, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts in connection with the Works and for departmental labour and labour of any other properly authorised authority or statutory body which may be employed at the Site on execution of any work not included in the Contract or of any contract which CIAL may enter into in connection with or ancillary to the Works.

36. NOTICES TO LOCAL BODIES:

The Contractor shall comply with and give all notices required under any Governmental authority, instrument, rule or order made under any Act of Parliament, State laws or any regulation or bye-laws of any local authority relating to the Works. He shall before making any variation from the contract specifications/drawings necessitated by such compliance give to the Engineer-in-Charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-Charge's instructions thereon.



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36.1 The Contractor shall pay and indemnify CIAL against any liability in respect of any fees or charges payable under any Act of Parliament, State laws or any Government instrument, rule, or order and any regulations or bye-laws of any local authority in respect of the Works.

37. SUB CONTRACTS:

Sub-contracting shall be done only as per Condition 20 of Particular Conditions of Contract (PCC).

38. INSTRUCTIONS AND NOTICES:

Subject as otherwise provided in this Contract, all notices to be given on behalf of CIAL and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.

38.1 All instructions, notices and communications, etc. under the Contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.

38.2 The Contractor or his Agent shall be in attendance at the Site(s) during all working hours and shall superintend the execution of the Works with such additional assistance in each trade as the Engineer-in-Charge may consider necessary. Orders given to the Contractor's Agent shall be considered to have the same force as if they had been given to the Contractor himself.

38.3 The Engineer-in-Charge shall communicate or confirm his instructions to the Contractor in respect of the execution of work in email or a register. The Contractor or his authorised representative shall confirm receipt of such instructions by email or signing the relevant entries in this register(s).

39. FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:



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If at any time after acceptance of the tender CIAL shall decide to abandon or reduce the scope of the Works for any reason whatsoever and hence not require the whole or any part of the Works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the Works in full but which he did not derive in consequence of the foreclosure of the whole or part of the Works.

39.1 The Contractor shall be paid at Contract rates full amount for works executed at Site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure:

- a) Any expenditure incurred on preliminary site work.
- b)(i) CIAL shall have the option to take over Contractor's materials or any part thereof either brought to Site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work), provided, however, CIAL shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by CIAL, cost of such materials, shall, however, take into account the purchase price, cost of transportation and deterioration or damage which may have been caused to materials while in the custody of the Contractor.
- (ii) For Contractor's materials not retained by CIAL, reasonable cost of transporting such materials from Site to Contractor's permanent stores or to his other Works, whichever is less. If materials are not transported to either of the said place, no cost of transportation shall be payable.
- c) If any materials supplied by CIAL are rendered surplus, the same except normal wastage shall be returned by the Contractor to CIAL at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractor. In addition, cost of transportation of such materials from Site to CIAL stores, if so required by CIAL.



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- d) Reasonable compensation for transfer of T&P from Site to Contractor's permanent stores or to his other Works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

39.2 The Contractor shall, if required by the Engineer-in-Charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this Condition.

40. TERMINATION OF CONTRACT FOR DEATH:

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying and completing the Contract, the Accepting Authority shall be entitled to cancel the contract as to its incomplete part without CIAL being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting Authority that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation CIAL shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.

41. CANCELLATION OF CONTRACT IN FULL OR IN PART:

If the Contractor

- (a) At any time makes default in proceeding with the Works with due diligence and continues to do so within 1 month after a notice in writing from the Engineer-in-Charge; or



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- (b) Commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 1 month after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- (c) fails to complete the Works or items of work with individual dates of completion, on or before the date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or.
- (d) shall offer or give or agree to give to any person in CIAL's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or foreborne to do any act in relation to the obtaining or execution of this or any other Contract for CIAL; or
- (e) shall enter into a Contract with CIAL in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Authority/Engineer-in-Charge; or
- (f) Shall obtain a Contract with CIAL as a result of ring tendering or other non-bonafide methods of competitive tendering; or
- (g) being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effective or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or



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- (h) being a company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- (i) Shall suffer an execution being levied on his good and allow it to be continued for a period of 21 days; or
- (j) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire Works or any portion thereof without the prior written approval of the Accepting Authority; or
- (k) fails to adhere to the Service level agreement for more than 3 months or fails to take up the maintenance which is awarded to the contractor; or
- (l) fails to provide suitable, qualified and experienced manpower up to the satisfaction of the Engineer-in-charge for the project execution and maintenance or sufficient spares as per the contract terms, then

the Accepting Authority may, without prejudice to any other right which shall have accrued or shall accrue thereafter to CIAL by written notice cancel the contract as a whole or only such items of work in default from the Contract.

41.1 The Accepting Authority shall on such cancellation have powers to:

- (a) take possession of the Site and materials/ softwares, stores, etc. thereon; and/or
- (b) carry out the incomplete work by any means at the risk and cost of the Contractor.
- (c) proceed to carry out the execution, maintenance at the Supplier's risk and costs but without prejudice to any other rights which the purchaser may have against the Supplier in respect of such defects.



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- 41.2 On cancellation of the Contract in full or in part the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of the Works or part of the Works or in case the Works or part of the Works is not to be completed, the loss or damage suffered by CIAL. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him up to the time of cancellation, the value of Contractors materials taken over and incorporated in the Work, and use of tackle and machinery belonging to the Contractor.
- 41.3 Any excess expenditure incurred or to be incurred by CIAL in completing the Works or part of the Works or the excess loss or damages suffered or may be suffered by CIAL as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account, and if such moneys are not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.
- 41.4 If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the Contractor's unused materials, implements etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the contract.
- 41.5 Any sums in excess of the amounts due to CIAL and unsold materials etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by CIAL for the Works or part of the Works is less than the amount which the Contractor would have been paid had he completed the Works or part of the Works, such benefit shall not accrue to the Contractor.

42. LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF:



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If the Contractor or his workman or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing shall make the same good at his own expense. If it shall appear to the Engineer-in-Charge or his Representative at any time during implementation/ testing or prior to the expiration of the Operation and Maintenance Contract Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contract for, or otherwise not in accordance with the Contract, or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be and/or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer-in-Charge in his notice aforesaid, the Engineer-in-Charge may rectify or remove and re-execute the work and/or remove and replace with others the materials or articles complained of, as the case may be or by other means at the risk and expense of the Contractor.

42.1 In case of repairs and maintenance works, all debris shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises, etc. where the work is done, without waiting for completion of all other items of work in the Contract. In case the Contractor fails to comply with the requirements of this condition the Engineer-in-Charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in-Charge shall give three days' notice in email/writing to the Contractor.

43. URGENT WORKS:



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If any Urgent Work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other work people, carry it out as he may consider necessary. If the Urgent Work shall be such as the Contractor is liable under the Contract to carry out at his expense, all expenses incurred on it by CIAL shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

44. CHANGES IN CONSTITUTION

The contract must be executed by the contractor under the same constitution as when the contract was assigned to him/ them. However, in unavoidable cases, change in the constitution may be made only with the prior approval of the Accepting Authority. Where the Contractor is a partnership firm, prior approval in writing of the Accepting Authority shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaking by the Contractor. If prior approval as aforesaid is not obtained, the Contract shall be deemed to have been assigned in contravention of Condition 41 (j) hereof and the same action may be taken and the same consequence shall ensure as provided for in the said Condition 41.

45. TRAINING OF APPRENTICES

The contractor shall not appoint apprentices/trainees for the execution and maintenance work.

46. CONTRACTOR'S REPRESENTATIVES, AGENTS, EMPLOYEES AND WORKMEN:

The Contractor shall verify the antecedents and loyalty of representatives, agents, employees and workmen before employing them on the work. He shall ensure that no person of doubtful antecedent and nationality is in any way associated



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with the Works. The background verification reports should be provided to CIAL upon request. Any Foreign nationals shall be engaged only as per the regulations and guidelines of BCAS and Govt. of India.

47-48. BLANK

VALUATION AND PAYMENT

49. RECORDS AND MEASUREMENT

The Engineer-in-Charge shall, except as otherwise stated ascertain and determine by measurement the value in accordance with the Contract of work done in accordance therewith.

49.1. All items having a financial value shall be entered as prescribed by CIAL so that a complete record is obtained of all work performed under the Contract.

49.2. Measurements shall be taken jointly by the Engineer-in-Charge or his authorised representative and by the Contractor or his authorised representative.

49.3. Before taking measurements of any work, the Engineer-in-Charge or the person deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorised representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurements, then in any such event measurement taken by the Engineer-in-Charge or by the person deputed by him shall be taken to be correct measurements of the work.

49.4. The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.

49.5. Measurements shall be signed and dated by both parties each day on the Site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of CIAL, a note to that effect shall be made



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and such note shall be signed and dated by both parties engaged in taking the measurement.

50. METHODS OF MEASUREMENT:

Except where any general or detailed description of the work in Quantities expressly shows to the contrary, Schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates/Specification notwithstanding any provision in the relevant Standard Method of Measurement or any general or local custom. In the case of items which are not covered by the Schedule of Rates/Specification, measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Bureau of Indian Standards.

51. PAYMENT ON ACCOUNT:

Interim bills shall be submitted by the Contractor, as specified in Schedule E. The Engineer-in-Charge shall then arrange to have the bill verified by taking or causing to be taken where necessary, the requisite measurements of the work.

51.1. Payment on account for amount admissible shall be made on the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the following.

(a) All work executed, after deducting therefrom the amounts already paid, the security deposit, statutory deductions and such other amounts as may be deductible or recoverable in terms of the Contract:

51.2. The advance payments shall be adjusted against the interim bills.

51.3. The amount admissible for interim bills shall be normally paid within a month from the date of receipt of the bill by the Engineer-in-Charge and the payment will be after such verification as is considered necessary.

51.4. Any interim certificate given relating to work done or materials delivered, may be modified or corrected by any subsequent interim certificate or by the final



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certificate. No certificate of the Engineer-in-Charge supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is/ are in accordance with the contract.

51.5. Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.

52. TIME LIMIT FOR PAYMENT OF FINAL BILL:

52.1. The final bill shall be submitted by the Contractor within three months of physical completion of the Works. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. The Payment shall be made within the period, specified hereunder, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge.

(a) Contract amount not exceeding Rs. 5 lakhs: Four months

(b) **Contract amount exceeding Rs. 5 lakhs: Six months**

After payment of the amount of the final bill payable as aforesaid has been made, the Contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the Contract.



53. REIMBURSEMENT/REFUND ON VARIATION IN PRICE:

53.1 All statutory payments applicable as per the governing laws of Central and State Governments on the last date of submission of the tender shall be included in the quoted rate. In the event of there being any increase with respect to these statutory payments due to any change in the existing laws or due to imposition of any new laws by the Central and/or State Governments and thereby the Contractor incurs any new liability after the last date for submission of tender, the additional expenditure so incurred by the Contractor on this behalf shall be paid to the Contractor by CIAL. The Contractor shall within 30 days of becoming aware of any alteration in the laws/levies as provided above, give notice thereof in writing to CIAL together with all information and documentary evidence of levy and demand of the appropriate authorities and payment of the same by the Contractor. However, should the Contractor desire or is required by CIAL to counter the correctness of such demand, the Contractor will initiate appropriate proceedings under the relevant acts and rules framed thereunder for relief against such levy/demand. The Contractor will, however, be responsible to refund the whole or any part of the money paid or reimbursed by CIAL should the Contractor succeed in obtaining relief.

53.2 The rates and prices quoted by the tenderer shall be fixed and firm for the duration of the contract and shall not be subjected to adjustment on any account except for any variation under clause 53.1. However, if an extension of time is granted by CIAL pursuant to clause 13.4 without any action under clause 32 hereof, CIAL shall agree to the price adjustment for the work done during such extended period of the Contract, excluding the original contract period provided that a total actual period of Contract including the original contract period exceeds 12 months.

If the price of materials, wages of labour required for the execution of the work increase, the Contractor shall be compensated for such increase pursuant to clause 53.2 above, as per provision detailed below and the amount of the Contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done after the expiry of the original contract period and no such compensation shall



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be payable for a work for the original stipulated period of completion of 12 months or less.

Such compensation for escalation in the prices of materials and labour when due shall be worked out based on the following provisions:-

53.3.1 The base date for working out such escalation shall be the last date on which tenders were stipulated to be received.

53.3.2 The cost of work on which escalation will be payable shall be reckoned as 85% of the cost of the work done during which escalation is applicable. In the case of materials brought to site for which any secured advance is included in the bill, the full value of such materials as assessed by the Engineer-in-Charge (and not the secured advance paid) shall be included in the cost of work for operation of this clause. Similarly, when such materials are incorporated in the work the full assessed value of the materials originally considered for operation of this Clause should be deducted from the cost of the work shown in the bill (running or final).



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53.3.3 CALCULATION OF COST OF WORK DONE

- a) All India whole sale Index for all commodities for the period under reckoning as published by the Economic Advisor to the Govt. of India, Ministry of Industry & Commerce, for the period under consideration and that valid at the time of receipt of tenders respectively will be used for calculating the compensation to the contractor
- b) Consumer Price Index for Industrial Labour (All India) declared by Labour Bureau, Govt. of India as applicable for the previous period of the period under consideration and that valid at the time of receipt of tenders respectively will be used for calculating the compensation to the contractor

For materials not under (a) which variations in OEM published list price of materials which are not published under Economic Advisor to the Govt. of India, Ministry of Industry & Commerce. In case none of the above are applicable, the Engineer-in-Charge shall be entitled to lay down principles on which the provisions of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final and binding

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55. INCOME TAX RECOVERY

Before releasing payment to the Contractor, income tax recovery shall be made from the Contractor's bill at the rate as applicable during that time. TDS will be collected against every payment to the contractor and deposited with the Income Tax Department. TDS will be deducted against all payments including any advances paid.

56. OVERPAYMENTS AND UNDERPAYMENTS:

Wherever any claim for the payment of a sum of money to CIAL arises out of or under this contract against the Contractor the same may be deducted by CIAL from any sum then due or which at any time thereafter may become due to the Contractor



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under this contract and failing that under any other contract with CIAL or from any other sum due to the Contractor from CIAL which may be available with CIAL or from his security deposit; or he shall pay the claim on demand.

56.1 CIAL reserves the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. CIAL further reserves the right to enforce recovery of any over-payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under condition 57 of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

56.2 If, as a result of such audit and technical examination, any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract, it shall be recovered by CIAL from the Contractor by any or all of the methods prescribed above or if any underpayment is discovered the amount shall be duly paid to the Contractor by CIAL.

56.3 Provided that the aforesaid right of CIAL to adjust overpayments against amount due to the Contractor under any other Contract with CIAL shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.

56.4 Any amount due to the Contractor under this Contract for underpayment may be adjusted against any amount then due to which may at any time thereafter become due before payment is made to the Contractor, from him to CIAL on any other Contract or account whatsoever.

57. ARBITRATION AND LAWS

ARBITRATION



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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 to 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 re-enactment 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.



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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.

All further disputes which may arise under this contract will have to be filed before the Principal Subcourt, Ernakulam, where the head quarter of the CIAL is located.

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

CONTRACTORS' LABOUR REGULATIONS (See condition 16)

The contractor has to adhere to the labour regulations of Govt. of Kerala and Govt. of India, as applicable from time to time. Government may, from time to time, add to or amend these Regulations and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof. The contractor has to adhere to these labour regulations amendments.

The details of PF, ESI, Wages etc paid to the employees deployed for this contract has to be uploaded to the online portal of CIAL by the contractor on a monthly basis. The proof of the same has to be submitted to Engineer-in-charge on monthly basis. CIAL reserves the right to deduct penalty in case the above details are not provided or not complied with regulatory requirements.

59. All materials, tools and tackles, equipment, labour : skilled and semi-skilled including their housing, sanitation, procurement of food stuff, medical aid etc.



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are to be arranged by the Contractor. Cost of Transportation of labour and materials shall be borne by the Contractor.

60. The Contractor shall stock the material at the site of work strictly as per the instructions of Engineer-in-charge keeping in view of the operational requirements of CIAL.
61. In the event of any dispute of any kind related to the works, decisions of the Engineer-in-charge shall be final and binding.
62. The Contractor shall be responsible for any damage resulting from his negligence to existing facilities/installations and will restore, replace or repair any such damages at his cost to the complete satisfaction of the Engineer-in-charge.
63. Contractor has to comply necessary statutory requirements on Contract Labour Regulations and Abolition Act 1970 as well as do comprehensive insurance for his workmen before deploying them on the job.
64. Contractor has to bear all the costs incurred in obtaining approvals if any from the statutory authority for the works. No charges will be reimbursed by CIAL on this account.
65. CIAL is an operational airport. Hence necessary precautions and measures should be taken by the Contractor for the implementation of project without affecting airport operations. Since the airport is fully functional, detailed plan, phasing, schedule and implementation of the work should be prepared by the Contractor and submitted before commencing the work. Minimum completion time of the system with least disturbance to the existing system shall be ensured during installation

66. Power of Attorney of the person signing the Agreement:

Attested copy of proof should be submitted to ensure that person who is signing the Agreement has the power to sign the same, as per the Company's Article of Association or Board Resolution. If the execution power is delegated, proof for the same should be submitted, with attestation by a Notary public. The person who is delegating should have the power to do so as per the Company's Article of Association or Board Resolution.

67. Authority of person signing the contract on behalf of the supplier.



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A person signing the Tender or any other document in respect of the contract on behalf of the Supplier without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the contract. If it is discovered at any time that the person so signing has no authority to do so, the Managing Director, Cochin International Airport Limited, may without prejudice to any other right or remedy of the purchaser, cancel the contract and make or authorize the making of a purchase of the equipment at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchase.

68. ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE PURCHASER.

For all purpose of the contract, including arbitration there under, the address of the Supplier mentioned in the tender shall be the address to which all communications addressed to the Supplier shall be sent, unless the Supplier has notified a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Managing Director, Cochin International Airport Limited. The Supplier shall be solely responsible for the consequence of any omission to notify any change of address in the matter aforesaid.

69. Any communication or notice on behalf of the purchaser, in relation to the Supplier may be issued to the Supplier by purchaser and all such communications and notices may be served on the Supplier at his notified address either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the purchaser.
70. The contract should employ a Safety officer at site to ensure the works are executed following all the safety procedures.
71. Prevailing IT Laws of the country and IPR (Intellectual Property Rights) laws have to be complied by the contractor.
72. Use of external media, copying of code/data of CIAL should be only after written permission from the engineer in charge.



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73. The contractor will be fully responsible for any incidents involving the contractors or their Sub contracting agencies' employees performing unauthorized connectivity to CIAL network and activities including hacking/locking/sabotage/cyber-attacks.
74. An agreement on confidentiality and Non-Disclosure agreement has to be signed by the contractor.
75. The Contract document is confidential and must be strictly confined to the Contractor's own use and for the purpose of the contract.
76. <blanks>
77. <blanks>
78. The Contractor shall require to produce samples of all the materials sufficiently in advance to obtain approval of the Engineer-in-charge.
79. The Contractor is required to inform at least seven days in advance before starting of any new item of work.
80. All materials or workmanship, which in the opinion of the Engineer-in-charge is defective or is unsuitable shall be removed immediately from the site within a reasonable time fixed by the Engineer-in-charge failing which, the same shall be removed at the risk and cost of the Contractor. No claim whatever shall be entertained on this account.

81. PROGRAMME OF WORK AND PROGRESS OF REPORTS

After the acceptance of Tender, the Contractor shall, within fifteen days, submit to the Engineer-in-charge for his approval, a detailed programme taking into account the total time period stipulated in the contract showing the order, the procedure and method in which he proposes to carry out the works.

He shall furnish the particulars in writing the arrangements for manpower, plant and machinery and all other resources owned and dedicated to this work. Cash flow during the execution of project for procurement of materials and for carrying out the works shall also be furnished.

In support of this programme, the Contractor shall submit a work schedule in the form of a CPM/PERT chart. The Engineer-in-charge shall modify the programme



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submitted by the Contractor and approval shall be given indicating the major milestones. The programme approved by the Engineer-in-charge shall be final and binding on the Contractor. The approval by the Engineer-in-charge of such programme, or furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the contract.

During the progress of work, the Contractor shall be required to furnish the resource mobilisation plan as required by the Engineer-in-charge to keep the target date of completion.

82. CONFORMITY TO ACT, RULES AND REGULATIONS

82.1 All works shall be carried out in accordance with the provisions of Statutory Rules & regulations prevailing and amended up to date (date of call of tender unless specified otherwise). Also all customs regulation for material supply should be followed and necessary documents should be handed over to CIAL. The E-Boarding System should comply with existing customs regulations and airport regulations for operation.

82.2 The works shall also conform to relevant Indian standard Codes of Practice (COP), and those of GoI, MoCA, BCAS, and DGCA for the type of work involved.

82.3 In all works, relevant safety codes of practices shall be followed.

83. No payment/compensation will be made to the Contractor for damage caused by rains, floods, cyclones, earthquakes, subversion, riots or other natural calamities during the execution of the Works. The damage caused to work shall be made good by the Contractor at his own cost and no claim on this account shall be entertained.

84. All tenderers shall sign a declaration under the Official Secrets Act for maintaining secrecy of the tender documents, drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all drawings given to them.

85. INSURANCE FOR STAFF



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The Contractor shall also take insurance for all his staff working at site against injury, loss of life etc., and no claims of compensation to the staff/workers will be entertained by the CIAL in this regard. The Contractor shall indemnify the CIAL against all such claims.



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FORM OF PERFORMANCE GUARANTEE/BANK GUARANTEE BOND

To

Cochin International Airport Ltd.

Kochi Airport (PO), Ernakulam – 683 111, Kerala, India

Tel: Off: (0484) 2610115, Fax: (0484) 2610012

In consideration of Cochin International Airport Ltd (hereinafter called “CIAL”) having offered to accept the terms and conditions of the proposed agreement between and.....(hereinafter called “the said contractor(s)” for the work (hereinafter called “the said agreement”) having agreed to production of an irrevocable bank guarantee for Rs..... (Rupees..... only) as a security/guarantee from the contractor (s) for compliance of this obligations in accordance with the terms and conditions in the said agreement.

1. We..... (indicate the name of the Bank) (hereinafter referred to as the “Bank”) hereby undertake to pay to CIAL an amount not exceeding Rs..... (Rupees.....only) on demand by CIAL.
2. We.....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from CIAL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractors(s). 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..... (Rupees.....only).
3. We, the said Bank, further undertake to pay CIAL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.



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The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the contractor(s) shall have no claim against us for making such a payment.

4. We..... (indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all dues of CIAL under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer in charge, on behalf of the CIAL, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges the Guarantee.
5. We..... (indicate the name of the Bank) further agree with CIAL that CIAL shall have the fullest liberty without our consent, and without effecting in any manner our obligation here under, to vary any of the terms and conditions of the said agreement 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 any of the powers exercisable by CIAL against 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 of omission on the part of CIAL or any indulgence by CIAL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of CIAL in writing.
8. This guarantee shall be valid upto unless extended on demand by CIAL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs (Rupees only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended



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date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Dated theday of 2023

For

(Indicate the name of the Bank)



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FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT
IN INDIVIDUAL CONTRACT

(On Non-Judicial Stamp Paper)

{General Condition No.9 (a)}

To

The Cochin International Airport Ltd.

In consideration of the Cochin International Airport Ltd. having its head office at Cochin (which expression shall unless repugnant to the subject or context includes its administrators, successors and assigns) having agreed under the terms and conditions of Contract Agreement No. _____ dated _____ made between _____ and CIAL in connection with the work of _____ (hereinafter called the said contract), to accept a Deed of Guarantee as herein provided for Rs. _____ (Rupees _____ only) from a Nationalised Bank in lieu of the security deposit to be made by the Contractor or in lieu of the deduction to be made from the Contractor's bills, for the due fulfillment by the said Contractor of the term and conditions contained in the said Contract, We the _____ Bank (hereinafter referred to as "the said Bank" and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified CIAL from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by CIAL by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by CIAL on demand and without demur to the extent aforesaid.

2. We, the _____ Bank, further agree that CIAL shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage,



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costs, charges and expenses caused to or suffered by or that may be caused to or suffered by CIAL on account thereof and the decision of CIAL that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered to or suffered by or that may be caused to or suffered by CIAL from time to time shall be final and binding on us.

3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of CIAL under, the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the Accepting Authority of the contract certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guaranty subject, however, that CIAL shall have no claim under this Guarantee after 90 (Ninety) days from the date of expiry of the Operation and Maintenance period as provided in the said Contract. ie. _____ (date) or from the date of cancellation of the said Contract, as the case may be unless a notice of the claim under this Guaranty has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

4. CIAL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guaranty or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extend the time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforcing or forbear from enforcing any of the terms and conditions governing the said Contract or securities available to CIAL and the said Bank shall not be released from its liability under these presents by any exercise by CIAL of any liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of CIAL or any indulgence by CIAL to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Bank from its such liability.



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5. It shall not be necessary for CIAL to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which CIAL may have obtained or obtain from the Contractor at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

6. We, the said bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of CIAL in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

In presence of: Dated this _____ Day of _____

WITNESS

For and on behalf of (The Bank)

1. Signature _____

Name & Designation _____

2. _____

Authorisation No. _____

Name & Place _____

Bank's seal _____

The above Guarantee is accepted by Cochin International Airport Ltd.

For and on behalf of Cochin International Airport Ltd.

Signature _____



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Name _____

Designation _____

Dated _____

Note:

* For Proprietary Concerns

Shri _____ son of _____ resident of _____
carrying on business under the name and style of _____ at _____
(hereinafter called “the said Contractor” which expression shall unless the context
requires otherwise include his heirs, executors, administrators and legal
representatives).

* For Partnership Concerns

1. Shri _____ son of _____ resident of _____.

2. Shri _____ son of _____ resident of _____ carrying
on business in co-partnership under the name and style of _____ at
_____(hereinafter collectively called “the said Contractor” which expression
shall unless the context requires otherwise include each of them and their respective
heirs, executors, administrators and legal representatives).

* For Companies

M/s. _____ a company registered under the Companies Act, 1956 and having
its registered office in the State of _____ (Hereinafter called “the said
Contractor” which expression shall unless the context requires otherwise include its
administrators, successors and assigns).



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FORM OF BANK GUARANTEE TO SECURE A LUMP-SUM ADVANCE

(NOT APPLICABLE)

(On Non-Judicial Stamp Paper)

{General Condition No.54 (b)}

To

The Cochin International Airport Ltd.

In consideration of the Cochin International Airport Ltd. having its head office at Cochin (hereinafter called CIAL which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions of Contract Agreement No. _____ dated _____ made between _____ and CIAL connection with the work of _____ (hereinafter called the said contract), to make at the request of the Contractor a lump-sum advance of Rs. _____ (Rupees _____ only) for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable for CIAL we, the _____ Bank (hereinafter referred to as “the said Bank”) and having our registered office at _____ do hereby guarantee the due recovery by CIAL of the said advance with interest thereon as provided according to the terms and conditions of the Contract. If the said Contractor fails to utilize the said advance for the purpose of the Contract and/or the said advance together with interest thereon as aforesaid is not fully recovered by CIAL we, the _____ Bank hereby unconditionally and irrevocably undertake to pay to CIAL on demand and without demur to the extent of the said sum of Rs. _____ (Rupees _____ only) any claim made by on us for the loss or damage caused to or suffered by CIAL by reason of not being able to recover in full the said sum of Rs. _____ (Rupees _____ only) with interest, as aforesaid.

2. We, the _____ Bank, further agree that CIAL shall be the sole judge of and as to whether the said contract has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by CIAL on account of the said advance together with interest not being



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recovered in full and the decision of CIAL that the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and as to the amount or amounts loss or damage caused to or suffered by CIAL shall be final and binding on us.

3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharge and till the Accepting Authority of the contract certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guaranty subject, however, that CIAL shall have no claim under the Guarantee after 90 (Ninety) days from the date of expiry of the Warranty period as provided in the said Contract. ie. _____ (date) or from the date of cancellation of the said Contract, as the case may be unless a notice of the claim under this Guaranty has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank now withstanding the fact, that the same is enforced after the expiry of the said period.

4. CIAL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guaranty or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extended time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforcing or forbear from enforcing any of terms and conditions governing the said Contract or securities available to CIAL and the said Bank shall not be released from its liability under these presents by any exercise by CIAL if any liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of CIAL or any indulgence by CIAL to the said Contractor or any other CIAL matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.

5. It shall not be necessary for CIAL to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable



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against the Bank, notwithstanding any security which CIAL may have obtained or obtain from the Contractor at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.

6. We, the said bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of CIAL in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

In presence of: Date this _____ Day of _____

WITNESS

For and on behalf of (The Bank)

1. Signature _____

Name & Designation _____

2. _____

Authorisation No. _____

Name & Place _____

Bank's seal _____



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The above Guarantee is accepted by Cochin International Airport Ltd.

For and on behalf of Cochin International Airport Ltd.

Signature _____

Name _____

Designation _____

Dated _____

Note:

* For Proprietary Concerns

Shri _____ son of _____ resident of _____ carrying on business under the name and style of _____ at _____ (hereinafter called “the said Contractor” which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

* For Partnership Concerns

1. Shri _____ son of _____ resident of _____.

2. Shri _____ son of _____ resident of _____ carrying on business in co-partnership under the name and style of _____ at _____ (hereinafter collectively called “the said Contractor” which expression shall unless the context requires otherwise include each of them and their respective heirs, executors, administrators and legal representatives).



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* For Companies

M/s. _____ a company registered under the Companies Act, 1956 and having its registered office in the State of _____ (Hereinafter called “the said Contractor” which expression shall unless the context requires otherwise include its administrators, successors and permitted assigns).



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SECTION III

SPECIAL CONDITIONS OF CONTRACT



SECTION III

SPECIAL CONDITIONS OF CONTRACT (SCC)

GENERAL

1. The following special conditions shall be read in conjunction with the general conditions of contract and amendments/corrections thereto. If there are provisions in this special condition which are at variance with the provisions in the above-mentioned documents, the provisions in these special conditions shall take precedence.

The work in general shall be carried out as per the nomenclature of the individual items and in the specifications. For items not covered above, the same shall be carried out as per CPWD specifications Internal-1994 and External-1995. Delhi with up-to-date correction slips.

For any other item of work not covered in the above Para, the same shall be done as per the latest relevant BIS codes of practice.

2. For any other item of work not covered in the above Paragraph, the same shall be done as per the sound engineering practice as directed/approved by Engineer in charge.

3. RESTRICTIONS IN WORKING HOURS

If the work has to be carried out within the operational area of the airport, Contractor should obtain the entry passes from the competent authority. You have to strictly follow the security and other regulations prevailing at Airport. You are required to observe all the safety requirements connected with the works at site.

Necessary passes or entry permits to enter inside the airport and premises are to be obtained in advance. The staff deployed by the Contractor for the work should



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produce the police clearance certificate from an officer not below the rank of Supt. of Police/ Commissioner of Police and obtain the entry permits from the office of the Airport Director.

Charges for all necessary passes and for complying with any other requirements mandated by statutory, security regulations shall be borne by Contractor.

The Contractor's staff working in the operational area will obey the instructions of the Airport Officials in clearing the site. The number of working hours in the area might be restricted due to operational reasons and Contractor will not have any claim for extra payment on this account. Also, prior permission has to be obtained before stacking materials in the terminal building or outside the building.

The installation shall be done in close co-ordination with other agencies and as directed by the Engineer-in-charge.

4. HANDING OVER THE SITE

The site shall be handed over in phases.

The contractor shall plan the work as per the phasing decided by the Accepting Authority and no claim will be entertained for not handing over the entire area in one stretch. In case there are small patches, which could not be handed over due to legal and technical reasons, this will not be considered as obstructions and no claim will be entertained for delays for such reasons.

5. BLANK

6. ARRANGEMENT OF MATERIALS

All the materials required for this work should conform to relevant Technical Specifications mentioned in Section V. The copies of Purchase Vouchers & Gate Passes should be produced along with the materials. The type test certificates, Routine test certificates and acceptance test certificates are also to be submitted.



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7. A. STORAGE OF MATERIALS

The storage and custody of materials brought to site is the full responsibility of the contractor. Necessary storerooms should be constructed by the contractor. The land required for stores will be provided by the CIAL free of cost. The store should have double lock arrangement with one key with the CIAL Engineer-in-charge and the other with the Contractor.

7.B. PROCUREMENT OF MATERIALS

Contractor shall make his own arrangements for the procurement of all materials required for the work.

8. TURNOVER TAXES/WORKS CONTRACT TAXES

Deductions shall be made from the bills towards tax deducted at source (TDS) as per Income Tax Act, tax on works contract as per the applicable taxes.

9.SAMPLES

Approved samples shall be retained by the Engineer-in-charge until the completion of the work and all materials and workmanship incorporated in the work are to conform to the approved samples in all respects. Rejected materials shall be removed from the site immediately under the supervision of Engineer-in-charge.

10. If on handing over the site or at any time thereafter during the execution of work, the contractor considers that any drawing or information necessary for the execution of the works has not been provided, he shall inform the Engineer-in-charge in writing giving full details required.

11. Whenever I.S. Codes are referred to particular specifications of equipment, the latest I.S. Codes prevalent at the time of tendering shall be followed.

12.TENDER DRAWINGS



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The drawings, in addition to preliminary drawings, shall be supplied with tender documents. Each drawing should be signed and submitted along with the tender Documents. However, these drawings are purely indicative of the scope of work only. The Contractor shall prepare working drawings necessary for the approval by the Engineer-in-charge at the time of execution.

13. PROGRESS REPORTS AND SCHEDULES

The Contractor shall submit to the Engineer-in-charge by the third day of every month, three copies of a report duly updated along with CPM/PERT in an approved proforma showing the progress made in the works during the previous month.

The Contractor shall also submit by the end of every month their planning schedule for all items of work for the following month in three copies in an approved proforma to the Engineer-in-charge.

14. DETAILED WORKING DRAWINGS

The detailed execution drawings are to be prepared by the contractor as per the relevant BIS specifications and the standards/ specifications/ guidelines and should obtain necessary statutory approvals/sanctions if any prior to execution. Drawings provided by CIAL, if any, shall at all times be properly correlated before execution. In case of any discrepancy, the same should be brought to the notice of Engineer-in-charge immediately. However, the discrepancy in the item given in the Schedule of Quantities appended with the tender drawings relating to the relevant item, the former shall prevail unless and otherwise given in writing by the Engineer-in-charge

15. BYE-LAWS

The contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for obtaining prior approval, if any, and payment of all fees and other charges,



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giving and receiving of all necessary notices and keeping the Engineer-in-Charge informed of the said compliance with the bye-laws, payments made, notices issued and received.

The Contractor shall indemnify CIAL against all claims in respect of royalties, patent rights, design trade marks of name or other protected rights in respect of any plant, machine, work or materials used for or in connection with the work or temporary works and from and against all claims, demands proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The Contractor shall defend all actions arising from such claims and shall himself and every sort that may be legally incurred in respect thereof.

The works shall be carried out as per standards/ specifications/ guidelines. The Contractor shall get the statutory approval if any and safety certificate if required from statutory authorities after the completion of work. The Contractor shall comply with BCAS regulations also.

The Contractor shall comply with proper and legal orders and directions of local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable during the contract period.

16. CONSUMPTION OF MATERIALS

Proper record of daily consumption of materials shall be maintained at the site of work for each item as directed by the Engineer-in-charge. This is also required to be done even if the contractor arranges these materials himself.

17. CO-ORDINATION

The Contractor shall co-operate and co-ordinate with all other agencies working in the same project, compare plans, specifications and the time schedules and so arrange his work so that there will be no interference. The Contractor shall forward to the Engineer-in-charge all correspondence and drawings exchanged. Failure to do so will render the Contractor responsible for subsequent change found necessary and its cost.



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However, the Contractor shall arrange necessary facilities to execute the work simultaneously with other agencies. No claim on this account shall be entertained by CIAL.

18. SAFETY

Only properly tested and marked material handling equipment shall be used.

All supporting arrangements and fixing details shall be checked periodically, and necessary rectifying actions are to be taken in order to ensure safe handling of loads during different operations.

All plant and machinery of the contractor shall observe the safety regulations needed for working in a project where other contractors/sub-contractors/agencies might also be working, so as not to interfere with the work of the other contractors or foul with their constructions.

The Contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit borders, red flags, red lights and providing barriers. They shall be responsible for all damage and accidents caused due to negligence on his part. No hindrances shall be caused to traffic during execution of work.

19. TESTING AND MEASURING EQUIPMENTS

Equipment for measurement of work and testing the installation shall be procured by the Contractor for their use at their own cost. The same shall also be made available to the Engineer-in-charge without any charges to CIAL

20. WATER AND ELECTRIC SUPPLY

The CIAL will not be responsible for the supply of water and Electric power to the Contractor for preparing the site or equipments. The Contractor shall make his own arrangements for temporary connections required, if any, and make necessary payment to the Departments concerned. No amount shall be payable



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by CIAL on this account. However, power supply for testing and commissioning of the equipment will be provided by CIAL.

21. TESTS

The Contractor shall produce samples of all the materials well in advance so that there is sufficient time for testing of the materials and clearance of the same.

All the materials to be used in and on every part of the work shall be subjected, from time to time, to such tests as the Engineer-in-Charge may direct. Such tests shall be performed at the expenses of the Contractor. The samples for tests shall be in all cases selected by the Engineer-in-Charge and supplied by the Contractor as part of the contract. If at any time, any material so tested fails to meet the acceptance criteria, the same shall be removed from the site of works and other materials substituted. But in the absence of any specified test/acceptance criteria, the decision of the Engineer-in-Charge shall be final and binding as to whether the said materials shall be accepted for the works or rejected.

The Contractor shall produce on demand from the Engineer-in-Charge, the necessary test certificates certifying that the materials conform to the technical specifications. However, this clause will not apply to routine testing of materials at the site laboratory of the Contractor.

All tools, instruments, plants and labour/operating personnel for the tests shall be provided by the Contractor at his own cost. For any tests as directed by the Engineer-in-Charge that have to be carried out at an outside laboratory, the same should be carried out by the Contractor without any in cost including cost of transportation, freight etc..

22. SITE FOR PLANTS/EQUIPMENT, STACKING OF MATERIALS AND LABOUR

The Contractor shall stack materials at the site of work strictly as per instructions of Engineer-in-charge keeping in view the safety and smooth progress of the project.

Nothing extra shall be payable for any extra lead involved in stacking the materials at a reasonable distance away from the workplace.



23. SITE MAINTENANCE DURING CONSTRUCTION

The Contractor and Sub-Contractors shall from time to time clear and remove all rubbish and obstructions from the site and the work area shall be always kept clear and unobstructed. Nothing extra shall be paid on this account.

24. COMPENSATION FOR DELAY

If the contractor fails to complete the work and clear the site for any phase on or before the stipulated completion time of that respective stage or extended period of completion, he shall, without prejudice to any other right or remedy of CIAL on account of such breach, pay as agreed a compensation of the amount calculated based on General Conditions of Contract.

The Contractor shall maintain in perfect condition all works executed till the completion of the entire works allotted to him. When phased handing-over is contemplated, the provisions mentioned above will apply to each phase.

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27. PERFORMANCE TESTING

The contractor should conduct performance tests as indicated in the rated Technical Part and produce sufficient documentary proof that the plant is operating at the rated capacity both in summer and monsoon seasons during the guarantee period.

28. GUARANTEE

At the close of work and before issue of final completion certificate by the Engineer-in-charge, the contractor shall furnish a written guarantee indemnify the CIAL against defective materials and workmanship for a period of one year



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after completion. Documents such as guarantee card for the above-mentioned years, catalogue etc., should be handed over to Purchaser during the time of installation. The Contractor shall hold himself fully responsible for reinstallation or replace free of cost to the CIAL during the defect liability period as stipulated hereunder:

- a) Any defective material supplied by the Contractor or defective workmanship of the Contractor.
- b) Any material supplied by the Employer/owner, which is proved to be damaged or destroyed as a result of defective workmanship by the Contractor.

29.PHASING OF WORKS

The total period for completion of works under this contract is **4 weeks**. The work shall be carried out in phases as approved by the Engineer-in-charge from time to time so that the total project work can progress smoothly with least obstruction to the operations of the airport and works of other Contractors/agencies.

30. COMPLETENESS OF TENDER

All sundry fittings, assemblies, accessories hardware items, foundation bolts, termination legs for electrical connections as required and all other sundry which are useful and necessary for proper assembly and efficient working of the various components of the work shall be deemed to have been included in the tender, whether such items are specifically mentioned in the tender documents or not.

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32. GENERAL REQUIREMENTS OF COMPONENTS

32.1 Quality of materials



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All materials and equipment's supplied by the contractor shall be new. They shall be of such design, size and material as to satisfactorily function under the rated conditions of operation and to withstand the environmental conditions at site.

32.2 Inspection of material and Equipments and inspecting certificate:

Materials and Equipments to be used in the work shall be inspected by the Engineer-in-charge. Such inspection will be of the following categories.

- i. BLANK
- ii. To receive materials at site with manufacturer's Test Certificate(s)
- iii. To receive materials after physical inspection at site.

Similarly, for fabricated Equipments, the contractor will first submit dimensional detailed drawings for approval before fabrication is taken up in the factory. Suitable stage inspection at the factory also will be made to ensure proper use of materials, workmanship and quality control.

iv. DETAILS:

a. Inspecting Authority:

- 1) Managing Director, CIAL or his authorized representative.
- 2) Bureau of civil aviation Security

b. Required Specification: As per specification enclosed.

c. Inspection by Supplier:

Before offering the equipment to the CIAL/BCAS inspector, the supplier should carry out a thorough pre-inspection to satisfy himself that the equipment fully conforms to the technical specification. The test results obtained in the supplier inspection report shall be submitted along with the machine offered for inspection.

The supplier should supply, install and commission the equipment with all its features at his own responsibility and cost.



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- v. The purchaser or his duly authorized representative shall at all reasonable times have access to the equipment being fabricated, assembled & shall have the powers at all reasonable time to inspect and examine the material and workmanship of the equipment during its assembly, testing and manufacturing.
- vi. Blank
- vii. Blank
- viii. Blank
- ix. Inspection by Inspector and issue of Inspection Certificate thereon shall in no way limit the liabilities and responsibilities of the Supplier.
- x. In view of the inspection by the purchaser, the purchaser have the right to either depute their own inspecting officer or insist on the supplier for inspection certificate issued by an internationally certified inspecting agency.

32.3 Ratings of components

All current carrying components in an installation shall be of appropriate ratings of voltage, current and frequency as required at the respective sections of the electrical installation in which they are used without their respective ratings being exceeded.

33. TESTING

All test cases as prescribed in the Tender specifications shall be prepared by the contractor and tests shall be carried out before, during and after installation and the test result shall be submitted to the Engineer-in-charge in prescribed proforma, forming part of the completion certificate.

34. COMMISSIONING ON COMPLETION

After the work is completed, it shall be ensured that the installation is tested and commissioned. All the test/calibration certificates, equipment / system test reports, detailed operation and maintenance manual (3 sets), necessary licenses and software (in DVD format) for the operating system & application software, as



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built drawings of the total installations, wiring diagrams, and other necessary drawings, documentation & technical data for the shutdown and startup/ routine & preventive maintenance/ troubleshooting shall be submitted to the Engineer-in-charge before handing over of the equipment/system.

It is the contractor's responsibility to test the entire system as per this tender specification and latest standards and guidelines from BCAS, TSA, ECAS/EU & IATA in presence of CIAL testing team and ensure all the compliance.

35. PERFORMANCE WARRANTY

- a. All the items of equipment and installations shall be guaranteed to be free from defective workmanship; or materials for a period of **5 years** from the date of commissioning and handing over. The Contractor at his own cost shall rectify any defect that may appear during the period.
- b. During this period, the contractor shall, without any extra cost, carry out all routine and special maintenance of the work executed by him and attend to any difficulties and defects that may arise in the day-to-day operation.
- c. The Contractor shall train the CIAL staff during the erection and familiarize them with the operation and maintenance of the installations.

36. PERFORMANCE GUARANTEE:

A). CONTRACT PERFORMANCE GUARANTEE:

As contract security, the Supplier shall furnish a Bank Guarantee from a Nationalized/ Scheduled Bank to this purchase order in favour of purchaser. The guarantee amount shall be as per SCHEDULE-E Clause 15. It shall guarantee the faithful performance of the contract in accordance with the terms and conditions specified in this order and specifications. The guarantee shall be valid up to the commissioning of the project. The purchaser has the right to encash this bank guarantee if the performance is not satisfactory. The format of the Performance Guarantee is enclosed in this tender document. The Performance guarantee has to be in one of the following forms.

- Cash/DD (if guarantee amount is less than Rs.1,00,000/-)



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- An irrevocable BG bond of any Nationalized/ scheduled bank in the prescribed form (if guarantee amount is Rs. 1,00,000/- or more).

The time limit allowed for submission of the performance guarantee by the contractor shall be as per SCHEDULE-E Clause 40. **Work order shall be issued to contractor only after it submits the performance guarantee in an acceptable form.** Performance security shall be released after satisfactory completion of works, without any interest.

B). EQUIPMENT PERFORMANCE GUARANTEE:

The Performance Guarantee for Equipment shall cover the following guarantees to the purchaser:

The Contractor agrees to the successful and satisfactory operation of the equipment furnished as per the specifications and documents.

The Contractor further guarantees that the equipment supplied by him shall be free from all defects in design, material and workmanship and shall, upon written notice from the purchaser fully remit free of expenses to the purchaser such defects as developed under the normal use of the equipment within the period of guarantee specified in the relevant clause of the general terms and conditions of the Purchase Order.

All manufacturers' warranties of various units/ components of Equipment will be passed on to purchaser at the time of handing over of Equipment.

The undertaking for Equipment Performance shall be furnished in non-judicial stamp paper of value not less than Rs.100/- by the Contractor within 30 days from the date of receipt of Purchase Order as per the format 'PROFORMA FOR WARRANTY AS TO QUALITY' for Equipment, given in this tender document.

10% of the yearly Operation and Maintenance Contract value shall be retained till the end of each year as Security Deposit to cover the defects if any during the Operation and Maintenance period. This security deposit shall be submitted by the contractor at the beginning of every year of OMC as a Bank Guarantee to CIAL, which shall be valid till the end of that year. In case of non-compliance to System Service Availability Requirements, necessary penalty shall be charged and recovered from the Security deposit. Also, if the contractor fails to renew the Bank Guarantee or discontinues Operations and Maintenance Contract, the Bank Guarantee will be forfeited to CIAL.



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37. VARIATION IN PRICES: Prices quoted are firm and no escalation due to any reason whatsoever will be acceptable.

38. PACKING, FORWARDING AND SHIPMENT:

38.1. The Supplier wherever applicable, shall after properly painting, rack and crate all equipment in such a manner as to protect them from deterioration and damage during Rail/Sea and Road Transportation to the site and the Supplier shall be held responsible for all damages due to improper packing.

38.2. The Supplier shall notify the Purchaser of the date of dispatch and the expected date of arrival at the destination for the information of the purchaser.

38.3. The Supplier shall also give all dispatch information concerning the right size and content of each packing including any other information the Purchaser may require.

38.4. The following documents shall be sent by registered post/ speed post/ courier service to the Purchaser within three days from the date of dispatch to the Purchaser:

- i) Invoice
- ii) Packing list.
- iii) Pre-dispatch clearance certificate, if any.
- iv) Test Certificate wherever applicable.

38.5. The Supplier shall prepare detailed packing list of all packages and containers bundles and loose material forming each and every consignment dispatched to site. The Supplier shall further be responsible for making all necessary arrangements for loading, unloading and other handling rights from his works up to the site.

39. DEDUCTIONS FROM CONTRACT PRICE:

All costs, damages or expenses which the Purchaser may have paid, for which under the contract the Supplier is liable, will be claimed by the Purchaser to the Supplier regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Supplier to properly identify such claims. Such claims shall be paid by the Supplier within fifteen days of the receipt of the corresponding bills and if not paid by the Supplier within the said period, the Purchaser may then deduct the amount, from any moneys due or becoming due by



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him to the Supplier under the contract or may be recovered by actions of law or otherwise, if the Supplier fails to satisfy the Purchaser of such claims.

40. PATENT RIGHTS AND ROYALTIES:

Royalties and fees for patents covering materials, articles, apparatus, devices, equipments or processes used in the works shall be deemed to have been included in the contract price. The Supplier shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Purchaser indemnified in that regard. The Supplier shall at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the works and in case of an award of damages, the Supplier shall pay for such award. In the event of any suit or other proceedings instituted against the Purchaser, the same shall be defended at the cost and expenses of the Supplier who shall also satisfy/ comply any decree, order, order of award made against the Purchaser. But, it shall be understood that no such machine, plant work material or thing has been used by the purchaser for any purpose or any manner other than that for which they have been furnished and installed by the Supplier and specified under these specifications. In the event of any apparatus or equipment or any part there of furnished by the Supplier is in such suit or proceeding held to constitute infringement, and its use is enjoined, the Supplier shall, at his option and at his own expense, either procure for the Purchaser, the right to continue use of said apparatus, infringing apparatus or modify it, so it becomes non-infringing.

41. TERMINATION OF CONTRACT AT PURCHASER'S INITIATIVE:

41.1. The purchaser reserves the right to terminate the contract either in part or in full due to the reasons other than specified herein. The purchaser shall in such an event give 15 days' notice in writing to the Supplier of his decision to do so.

41.2. The Supplier upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the purchaser, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the



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purchaser in maintenance, erection, and disposition of the works acquired under the contract by the purchaser.

41.3. In the event of such termination the Supplier shall be paid compensation equitable and reasonable dictated by the circumstances prevalent at the time of termination.

42. TRAINING OF PURCHASER'S PERSONNEL:

42.1. The Supplier shall undertake to train free of cost the operating personnel and Engineering/ Maintenance Personnel selected by the Purchaser. The period and nature of the training for an individual person shall be agreed upon mutually between Supplier and Purchaser. The Engineering person/personnel shall be given subject training to enable those personnel to become familiar with the equipment being supplied by the Supplier, for daily operation as well as for maintenance.

43. GUARANTEE:

43.1. The Supplier shall warrant that the equipment will be new and in accordance with the contract documents and be free from defects in material and workmanship for a minimum period of **5 years** commencing from the date of satisfactory commissioning and handing over of equipment. The Supplier's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his sub-Suppliers, under normal use and arising solely from faulty design materials and/or workmanship provided always that such defective parts are repairable at the site and are not in the meantime essential in the use of the equipment. Such replaced defective parts shall be returned to the Supplier unless otherwise arranged. No repairs or replacements shall normally be carried out by the Purchaser when the equipment is under the supervision of the Supplier's supervisory engineers. In the event of an emergency where, in the judgment of the Purchaser, delay would cause serious loss or damage, repairs or adjustments may be made by the Purchaser, or a third party chosen by the Purchaser without advance notice to the Supplier and the cost of such work shall be paid by the Supplier or by the surety. In the



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event such action is taken by the Purchaser, the Supplier will be notified promptly, and he shall assist wherever possible in making the necessary corrections. This shall not relieve the Supplier's liability under the terms and conditions of the contract.

43.2. If it becomes necessary for the Supplier to replace or renew any defective portions of the equipment under the clause, the provisions of this clause shall apply to the portions of the equipment so replaced or renewed until the expiration of Operation and Maintenance Contract. If any defects be not remedied within the reasonable time, the Purchaser may proceed to do the work at the Supplier's risk and costs but without prejudice to any other rights which the purchaser may have against the Supplier in respect of such defects.

43.3. The repaired or new parts will be furnished free of cost by the Supplier. If any repair is carried out on his behalf at the site, the Supplier shall bear the cost of such repair.

43.4. The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the Supplier shall be borne by the Supplier.

43.5. The acceptance of equipment by the Purchaser shall in no way relieve the Supplier of his obligation under this clause.

43.6. In the case of these defective parts which are not repairable at site but are essential for the operation of the equipment, the Supplier and the Purchaser shall mutually agree to a programme of replacement or renewal which will minimize interruption to the maximum extent in the operation of the equipment. The cost of transportation of such defective parts from site to the work of the contract and back shall be borne by the Supplier.

43.7. At the end of the Guarantee period the Supplier's liability ceases except for latest defects provided there is no AMC for the item for further period.

44. LONG TERM AVAILABILITY OF SPARES:



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44.1. The Supplier shall guarantee the availability of spares to the purchaser for a period of 5 years. The Supplier shall guarantee that before going out of production of spare parts of the equipment covered under the contract even after fifteen years, he shall give the purchaser at least 12 months advance notice so that the latter may order his bulk requirement of spares if he so desires. The same provision will also be applicable to sub-Suppliers.

44.2. The Supplier shall provide the purchaser with a 'DIRECTORY' of sub-Suppliers giving full addresses and other particulars etc. The Purchaser so desires shall have the right to procure the spares directly from the sub-Suppliers.

45. DEFECT AND JURISDICTION OF CONTRACT:

45.1. The contract shall be considered as having come into force from the date of issue of letter of award of the contract by the purchaser.

45.2. The Law applicable to this contract shall be the law enforced in India. The courts of Ernakulam shall have exclusive jurisdiction in all matters arising under this contract.

46 INSTRUCTIONS MANUALS:

46.1. The Supplier shall submit Instruction Manuals for all the Equipments covered under the contract within the time agreed upon between the Purchaser and Supplier. The instruction manuals complete in all respects shall be submitted by the Supplier 30 days before first dispatch of the equipment. Instruction Manual shall contain full details and drawings of all the Equipments, testing, operation and installation, maintenance procedures of the equipment with circuit diagrams, test parameters etc.

46.2. Though after commissioning and initial operation of the equipment the instruction manual requires any modification/ additions/ changes the modified sheets shall be submitted by the Supplier to the Purchaser.



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46.3. The Supplier shall furnish to the Purchaser two sets of spare parts Catalogue along with part numbers of OEM of items.

47. DEFENCE OF SUITS:

If any action in court is brought against the purchaser or an officer or agent of the purchaser for the failure or neglect on the part of the Supplier to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Supplier, his agent, representatives or his sub-Suppliers, Workman, suppliers or employees the Supplier shall in all such cases indemnify and keep the purchaser, and the purchaser and/or his representative, harmless from all losses damages expenses or decrees arising out of such action.

48. TAXES. PERMITS & LICENSES:

The Supplier shall be liable to pay all GST, non-Indian taxes, duties, levies, octroi, entry taxes etc. lawfully assessed against the purchaser or the Supplier in pursuance of the contract. In addition, the Supplier shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Supplier for his personal income and property. The purchaser shall have the right to deduct such taxes, duties at source, if liable to do so under any Indian Law.

49. TRANSPORTATION AND INSURANCE:

Transportation & related Insurance charges shall be the responsibility of the Supplier.

50. The conditions published in the Newspaper while inviting tender, specifications, undertaking from the tenderer, information to the tenderer, Proforma for Bank Guarantee for Performance Contract and Equipment Performance and General Terms and Conditions of purchase order shall form part of this contract agreement.

51. TOOLS AND PLANTS

All necessary tools and plants required for the maintenance work should be provided by the firm at no extra cost.



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52. CHANGE IN INSTALLATION

The firm shall not make any change in the original installation or their specifications without prior approval of Airport Director, CIAL or his authorised representative.

53. SECURITY REGULATIONS

The Contractor's maintenance staff should abide by all security regulations at the Airport. Formalities for the entry passes for the service personnel should be met by the Contractor. All the laws of the land should be abided by the Contractor.

54. SAFETY REQUIREMENTS

The firm has to take care of all the required safety procedures related to the work.

55. LOGBOOKS & REGISTERS

Necessary logbooks, Maintenance registers etc. are to be properly maintained as per the instruction of Engineers of CIAL.

56. SERVICE REPORT

The daily, weekly, monthly service report of the systems shall be submitted to CIAL regularly.

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62. PROTECTION OF EXISTING INFRASTRUCTURES.

Existing infrastructures, Power, water and data cablings shall be protected from damage during



the course of the Works.

63. WATCHING AND LIGHTING

The Contractor shall provide and maintain at his own expense all lights, guards, facing and watching when and where necessary or required by the Engineer-in-Charge for the protection of the materials, Works and for the safety and convenience of those employed on the Works or the public.

64. The rates quoted by the Contractor for all items except those where specific provisions indicated in the schedule of quantities shall include all leads, lifts and nothing extra shall be paid on this account.
65. The Contractor shall adjust his labour, staff, plant, machinery, etc. according to the requirement of work from time to time with particular regard to approved phases of work and no claim shall be entertained on account of idle labour, plant, machinery, etc., due to any reason whatsoever.
66. The Contractor shall clear the site thoroughly of all scaffolding materials, wastage and rubbish etc., left out of his work and dress the site around the area to the satisfaction of Engineer-in-charge upon completion of the work and before release of payment of the last running bill. The payment of final bill will be subject to the compliance of this condition by the Contractor.

67. Completion Certificate

- 67.1 As soon as the work is completed, the Contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of receipt of such notice, the Engineer-in-Charge shall inspect the work and shall furnish the Contractor with a certificate of completion indicating (a) the date of completion, (b) defects to be rectified by the Contractor and/or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of items, the Engineer-in-Charge shall issue separate completion certificates for such item or groups of items. No certificate of completion shall be issued, nor shall the work be considered to be complete till the Contractor shall have removed from the premises on which the work has been executed - all scaffolding, sheds and surplus materials, except such as are required for rectification of Defects, rubbish and all huts and sanitary arrangements required for Contractor's Employee on the Site in connection with



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the execution of the work as shall have been erected by the Contractor or the Contractor's Employee and cleaned all dirt from the parts of building(s) in upon or about which the work has been executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased doors and sashes, oiled locks and fastenings, labelled keys clearly and handed them over to the Engineer-in-Charge or his Representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-Charge. If the Contractor shall fail to comply with any of the requirements of this Conditions as aforesaid, on or before the date of completion of the Works, the Engineer-in-Charge may at the expense of the Contractor fulfil such requirements and dispose of the scaffoldings, surplus materials and rubbish, etc. as he thinks fit and the Contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realised by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the Contractor. If the Expense of fulfilling such requirements is more than the amount realised on such disposal as aforesaid, the Contractor shall forthwith on demand pay such excess.

67.2 If at any time before completion of the entire work, items or groups of items for which separate periods of completion have been specified, have been completed, the Engineer-in-Charge with the consent of the Contractor take possession of any part or parts of the same (any such part(s) being hereinafter in this Condition referred to as "the relevant part") then notwithstanding anything expressed or implied elsewhere in this Contract:-

- a. Within thirty days of the date of completion of such items or groups of items or of possession of the relevant part, the Engineer-in-Charge shall issue completion certificate for the relevant part as in Condition 67.1 above provided the Contractor fulfils his obligations under that Condition for the relevant part.
- a. The Warranty period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.



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- b. The Contractor may reduce the value insured under Condition 34 of GCC by the full value of the complete items or relevant part as estimated by the Engineer-in-Charge for this purpose. This estimate shall be applicable for this purpose only and for no other.
 - c. For the purposes of ascertaining compensation for delay under Condition 32 of GCC in respect of any period during which the Works are not complete the relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under Condition 13 of GCC and actual date of completion as certified by the Engineer-in-Charge under this condition.
68. The tenderer has to select the equipment meeting the general/technical specifications mentioned in the tender.

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ATTACHMENT

PROFORMA FOR WARRANTY AS TO QUALITY

Tenderer has to give undertaking regarding warranty as to quality as per the format placed hereunder for Equipment.

"We warranty that everything to be supplied by us here under shall be free from all defects and faults in material, workmanship and manufacture, shall be of the highest grade as regards quality and consistent with the established and generally accepted standards for material of the type ordered, shall be in fully conformity with the specifications, and shall operate properly. We shall be fully responsible for its efficient operation. This warranty shall survive inspection of payment for, and acceptance of the goods, but shall expire (except in respect of complaints of which the Supplier has been notified prior to such date) 24 months after their acceptance by Purchaser in a satisfactory working condition at ultimate destination. The Supplier's obligations under the warranty expressed above shall also include transport charges from site to Supplier's works and back for repair or replacement at site of any part of the equipment which under normal and proper use and maintenance proves defective in design, material or workmanship or fails to confirm to the specifications provided that notice of any such defect or failure to confirm to the specifications is promptly given by the purchaser to the Supplier".



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SECTION IV

PARTICULAR CONDITIONS OF CONTRACT (PCC)



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PARTICULAR CONDITIONS OF CONTRACT (PCC)

1. The Bidder should note that the specifications furnished in the tender are general in nature, and it is the Bidder's responsibility to supply, install, configure, test, and commission the system and services required for the satisfactory performance of the installation. Therefore, the bidder shall ensure that all such requirements, like cable and network card, have been considered while submitting the tender. If there are any deviations in item specifications, the same may be specifically mentioned in the bid. The bidder shall provide the reinstallation and installation of the OS from Old devices to new devices without any cost to CIAL.
2. CIAL can request that the supplier demonstrate the quoted product and reject it if it does not meet CIAL's requirements/criteria. No extra payment will be made in this regard. The bidder should provide a detailed project plan indicating the time schedules, activities, resources, manpower deployment, equipment supply, milestones, etc, which will be submitted to CIAL for approval within 15 days from the work award date.

3. Scope of work:

The scope of work is as follows.

- Supply of the mentioned components.
- Establish Connectivity with existing infrastructure at CIAL.
- Installation and commissioning of the HCI clusters
- User training for CIAL staff
- Delivery of User Manuals and SOP of the system.
- The bidder should provide a warranty for 5 years for all items supplied.
- Comprehensive Maintenance support for the warranty and AMC period.
- The above-said installation has to be carried out as per the direction of the site Engineer in charge.

4. Maintenance and Support Staff:

The bidder shall provide a minimum of **1 Support Engineer** at site for 7 years.

- Support engineer work hours: 9 AM to 6 PM on all CIAL office working days.
- The support engineer must be available 24/7 for technical support. CIAL reserves the right to determine shift timings, including night shifts.
- The bidder must provide a phone (5G phone) for technical support. The bidder shall provide uniforms for the support staff, including shirts and pants



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- Profiles of the service engineer must be submitted well in advance. Any person deployed at the site must have sufficient experience with the equipment and the site. CIAL reserves the right to evaluate the expertise of the service engineer and decide on their suitability.
- The contractor must ensure the person receives at least 1 week of training before deployment. It is the contractor's responsibility to conduct this training. For any replacement, a minimum of 1-month onsite handover is mandatory. Replacement staff must have work experience equivalent to that of the outgoing technician.
- The staff should mark their attendance in the presence of the engineer in charge. Additionally, the AMC provider should ensure that at least one additional support engineer is familiar with the site.
- Only the engineers familiar with the site should be deployed as replacements during the regular resident engineer's absence. This ensures that support and maintenance services are not disrupted and that the replacements are adequately trained to handle the site's specific requirements.
- Manpower shall be ensured at 99.9% availability. Failure of the SLA will result in suitable penalties, as mentioned in the tender.
- The support staff shall receive the necessary maintenance kit, tools, spare parts, equipment, and safety mechanisms for smooth system maintenance.

What is mentioned above is the minimum requirement. If required, the Bidder shall increase the manpower accordingly to meet the service level mentioned in this tender.

Qualifications:

- The support engineer should have a minimum Diploma in Computer Science, Electronics, and IT and 3 years of working experience in IT infrastructure.
- He should have hands-on experience in VMware, Nutanix, or Hyper-V environments, including virtualization, cluster configuration, and hyper-converged infrastructure management.
- He should have Expertise in setting up and managing server backups and recovery solutions to ensure data protection and business continuity, with a strong understanding of virtual machine backup and restoration processes.
- He should know the server hardware components and configurations, including RAID setups, storage, and memory management.



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- He should possess at least one Microsoft/Nutanix/Cisco/Redhat Certification.
- He should have good communication skills to interact with other IT teams, support staff, and end-users. The staff should be well-versed in English.

Salary:

- The total Manpower cost for 7 years (5-year warranty + 2-year AMC) is fixed at 8% of the SITC cost, with a yearly increase of 6% (minimum requirement).
- Employees should be provided with minimum wages and PF/ESI as specified by the Government Regulations (and their updates occasionally). Refer to the Kerala Gazette.
- Employee experience and year-on-year increments must be provided as per industry norms.
- Salary must be paid before the 10th of every calendar month, and the same should be updated on the CIAL website.
- The monthly bills will be processed only after verifying this data to comply with the statutory guidelines.
- The contractor shall provide all statutory benefits to the employees deployed by it at his cost, including, but not limited to, weekly off for 6 days' work.
- The work timings may be modified to suit the CIAL office hours.
- The contractor shall also comply with all the statutory provisions laid down under various Labour laws/Acts/Rules concerning minimum wages, PF, ESI, Gratuity, Bonus, and Labour legislation.
- In case of any violation of labor laws, there will not be any liability to the CIAL, and the contractor shall be solely liable.

5. Payment Terms:

Payments shall be released to the Contractor on submission of documents like Bills (Invoices) in duplicate, Receipt from the consignee for delivery/implementation in good condition, and a copy of the Agreement (along with the first bill only)

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

- 90% payment will be released upon successful Supply, Installation, Commissioning, Testing, handing over the system to CIAL, and acceptance by CIAL.



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- 10% payment (Kept as a Security Deposit) will be released after the warranty period of 5 years.

This would be released at acceptance against an unconditional, irrevocable Bank guarantee of an equivalent amount. The validity of the bank guarantee should expire three months from the date of completion of the warranty period. All the payments are made after deducting there from the amounts already paid, the security deposit, income tax, and other amounts as may be deductible or recoverable in terms of the contract. Pending consideration of the extension of the completion date, interim payments shall continue to be made as provided herein. Any interim certificate relating to the work done or the materials delivered may be modified or corrected by any subsequent interim certificate or the final certificate. No certificate of the engineer-in-charge supporting an interim payment shall of itself be inclusive evidence that any work or materials to which it relates are/are in accordance with the contract.

Security Deposit:

10% of the Bill value will be retained as a Security Deposit during the Defect Liability Period, and the same will be released after the defect liability period is successfully and satisfactorily completed. This can be released against the unconditional irrevocable Bank Guarantee of an equivalent amount. The validity of the bank guarantee should expire three months from the date of completion of the warranty period.

- 6. Defects Liability:** The defects liability period for this work is 5 years from the date of completion. During this period, if any material supplied or work executed by the Contractor or firm is proven to be defective, the supplier shall replace it free of cost.
- 7. Completion Period:** The work is to be completed at the site within 3 (three) months from the purchase order date. The time is the essence of the contract. Work should be completed strictly as per schedule, failing which a penalty of 1% per week, subject to a maximum of 10% of the cost of the non-completed portion will be recovered. In the event of the failure on the part of the Supplier to complete their work or in the event of committing a breach of any one or more of the terms and conditions of the contract, CIAL shall be entitled to rescind the Contract without prejudice to its rights to claim damages or remedies under the law. The period of notice to be given to rescind the contract will be 15 days and in the event of such termination, the supplier shall have to forfeit the security deposit



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available with CIAL and also invoke the Bank Guarantee in full, available with CIAL.

8. Assumptions: The contractor is not supposed to make any assumptions about the project during its study, design, execution, customization, and system maintenance. Any required clarification should be made in writing. Cases like 'No response from CIAL' do not entitle the contractor to make his own assumptions. In such cases, the contractor could approach the Head of It & Comm Dept of CIAL for necessary action.

9. Training The bidder has to prepare a detailed presentation regarding the solution implemented and conduct a training session for the CIAL IT team. The training session shall be conducted in multiple sessions based on staff availability on shift duty. The training shall cover the following:

- Final layout & architecture of the system,
- Features and specifications of each and every equipment.
- Configuration of different equipment.
- Operation of the system
- How the system operates
- Troubleshooting methodologies

CIAL will provide the rooms and projector for conducting training. The contractor should arrange all other facilities. The CIAL staff will receive hands-on training regarding operating and maintaining the entire system.

10. System Integration: The contractor is responsible for installing the necessary hardware for integration with other systems per the tender condition. The contractor shall also assist other agencies with integration works, including technical assistance for the commissioning systems of other agencies. The integrator must select the OEMs according to the approved makes. However, it is the integrator's responsibility to meet the contract conditions. The system integrator is supposed to have complete knowledge of all industry standards. So, the integrator should incorporate all the industry-standard functionalities relevant to each device package into the system.

11. Spares and Consumables: The warranty period commences from the date of issue of the sign-off from CIAL. The annual maintenance contract covers the entire system. The Annual Maintenance Contract (AMC) charges include all spares and labour. The 2-year AMC period begins after the expiry of the 5-year warranty period. After the second-year AMC expires, CIAL may consider



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extending the AMC for a further period with the same party at a negotiated AMC cost of not more than 5% annual increase over the AMC cost of the previous year. The bidder shall maintain sufficient spare parts at the customer site, including three hard disks, one power supply unit, and an adequate number of network cards.

The contractor shall agree to this.

Service Support and Equipment Availability during warranty and AMC period

The response time and resolution time shall be categorized based on the following severity level:

Severity – High , Response time : 2 hours, Resolution time : 2 hrs

Severity – Medium , Response time : 4 hours , Resolution time : 4 hrs

Severity – Low , Response time : 6 hours, Resolution time : 24 hours

The severity level shall be classified as follows:

1. Severity—High.

The system is down fully or partially because of critical equipment failure and all breakdown equipment maintenance, which seriously affects the system's operation, including critical data loss, operation downtime, and full or partial system shutdown.

2. Severity – Medium,

Only a few of the devices are down. All equipment breaks down, which can seriously affect the system's operation if left unattended.

3. Severity – Low,

Minor complaints and all equipment breakdown maintenance, which does not affect the operation of the systems.

All the systems shall have 99.9% monthly availability. For non-compliance with the SLA, a suitable penalty as per the tender conditions will be charged. This applies to all 365 days in the year. If the fault cannot be rectified within the stipulated time period, the supplier should provide the necessary standby arrangement. This applies to both the warranty and AMC periods.

All the costs incurred for the upkeeping of the system during the contract period, like repair, replacement, labor, materials, transportation, lodging, freight, taxes, etc., should be borne by the contractor. Any parts/components that may be found defective by the Purchaser due to manufacturing defects, faulty parts components and workmanship, within the warranty/AMC period, should be replaced or repaired immediately in good working condition, free of cost, by the Supplier. All the cost



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incurred during the warranty/AMC periods like labour, material, transportation, loading, unloading, freight, taxes, including custom duty, levies, octroi, entry taxes etc. should be borne by the contractor.

The firm shall maintain a successfully and satisfactorily supplied system on round the clock basis including Sundays and holidays. The AMC of the different equipment's are to be entrusted with the concerned supplier/dealer/manufacturer if required to ensure the smooth functioning of the system.

All spares, accessories and consumables (except batteries) required for the maintenance work shall be supplied by the firm at no extra cost to CIAL during the contract period. This includes periodic refilling & replacement of hydraulic oil, replacement of defective & worn out parts, periodic painting & finishing etc required for the proper functioning of the equipment. All necessary spares should be kept in the custody of the contractor at his own responsibility at site for easy availability. The store and spares should be available for checking by CIAL Engineer in Charge.

The firm should provide all necessary tools and plants for the maintenance work at no extra cost. The firm may not change the original installation or its specifications without the prior approval of the Engineer in Charge or his authorized representative. The contractor's maintenance staff should abide by all security regulations at the Airport. The contractor should also meet the formalities for the entry passes for the service personnel and obey all the laws of the land.

The firm has to take care of all the required safety procedures related to the work. Necessary logbooks, Maintenance registers, Snag registers, etc., are to be properly maintained as per the instruction of CIAL engineers. The contractor shall have a tool for recording complaints and providing SLA compliance reports to CIAL on a monthly basis. The contractor has to share the escalation matrix with CIAL. Also, the daily issue log must be accessible to CIAL.

The monthly service report shall be submitted to the Engineer in charge.

The maintenance charges for each year will be paid in equal monthly installments, payable after the maintenance is successfully and satisfactorily completed and the required and relevant service reports are submitted.

Other specifications regarding the comprehensive annual maintenance contract and warranty, including all spares and consumables:

- This Comprehensive Annual Maintenance Contract includes periodical servicing, breakdown maintenance with all spares, etc. No extra claim will be entertained in this regard.



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- The complete system, including mechanical, electrical, and electronic components, shall be checked every month, and needful shall be done to ensure trouble-free operation.
- The periodical servicing is to be carried out as per the requirement.
- Major servicing is to be carried out as per the requirement or as per the instruction of the concerned engineers.
- The required minimum number of spares must be in ready stock at Cochin to immediately attend to minor/major breakdowns.
- The firm has to submit monthly report to the engineer-in-charge in the prescribed format.
- Sufficient staff, as stipulated in the contract, are to be made available to ensure the smooth operation of the system. If additional manpower is required to attend servicing/breakdown or operation, the contracting firm has to deploy the manpower as per the requirement without any extra cost.
- The contracting firm has to replace the personnel engaged for the work if their performance / behavior are not found satisfactory or they are violating the instructions, rules and regulations of Airport Authorities.
- The contractor shall keep an attendance register at CIAL which shall be signed by the staff on duty while reporting for duty. The register shall get signed by the Engineer in charge by the contractor. The contracting firm is liable to pay necessary compensation / penalty for CIAL for the absence of staff and also for the mistakes and mischievous committed by the personnel engaged by the firm.
- The contractor needs to submit an Escalation Matrix, detailing all contact details of every individual.
- If the system is not available for use or the breakdown is delayed unduly, necessary penalty as decided by CIAL will be charged from the contracting firm.
- CIAL reserves the right to terminate the contract at any time with one month's notice, if the performance of the contracting firm is not found satisfactory.



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Penalty for noncompliance with SLA

The penalty for non-compliance will be applicable for the warranty and AMC period. As per the tender condition, all high-severity complaints/failures/changes, etc., should be rectified within 2 hours of receiving the complaint call, all medium-severity complaints should be rectified or defective parts should be replaced not exceeding 4 hours after receiving the complaint call. All low-severity complaints should be rectified or defective parts should be replaced not exceeding 24 hours after receiving the complaint call.

For equipment failures/complaints/changes that fail to meet the tender terms and conditions during the warranty period, CIAL will be charging a suitable penalty @ 0.1% of the Security Deposit per unresolved additional hour of the failure, provided that the total amount of penalty to be paid during the warranty period under this condition shall not exceed the Security Deposit. If the security deposit is in the form of a bank guarantee, CIAL reserves the right to encash the bank guarantee and return the balance amount, without any interest amount, after deducting the penalty amount. The unresolved day will be calculated on the basis of calendar date, including holidays, from the time of reporting of complaint rather than 24 hours from the time of reporting of complaint.

For equipment failures/ complaints that fails to meet the tender terms and conditions during the AMC period, CIAL will be charging suitable penalty @ 0.1% of the Annual AMC amount per unresolved additional hour of the failure, provided that the total amount of penalty to be paid per year under this condition shall not exceed the yearly AMC charges. The unresolved day will be calculated on the basis of calendar date, including holidays, from the time of reporting of complaint rather than 24 hours from the time of reporting of complaint.

The System shall have 99.9% monthly availability.

For services which are not meeting the % availability during the warranty period, CIAL will be charging suitable penalty @ 1% of Security Deposit for every 1% deviation from the acceptable % availability, provided that the total amount of penalty to be paid under this condition shall not exceed the Security Deposit (eg: if the % availability required is 99.9% and the actual availability is 95%, then CIAL will charge penalty of 4.9% of the Security Deposit)

For services which are not meeting the % availability during the AMC period, CIAL will be charging suitable penalty @ 1% of the total annual AMC value for every 1%



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deviation from the acceptable % availability, provided that the total amount of penalty to be paid under this condition shall not exceed the yearly AMC charges (eg: if the % availability required is 99.9% and the actual availability is 95%, then CIAL will charge a penalty of 4.9% of the total yearly AMC amount).

The contractor will be solely responsible for any malicious activity carried out by its employees or personnel engaged by them. In such an event, CIAL reserves the right to recover damages from the contractor due to the malicious activities.

12 Agreement with OEMs: The contractor should have back-to-back agreements with each OEM individually to ensure that support for implementation, operations, maintenance, spares, and upgrades is available to CIAL from the respective OEM for a minimum period of 7 years from the date of commissioning of the system. Each of the product OEMs should also certify direct support of its respective product supplied to CIAL for the period specified above under the same terms and conditions of this tender without any additional cost implication to CIAL. All the documents must be submitted in original to the Property as part of completion and handing over. (This would be part of a payment stage in the payment terms and conditions.)

The contractor shall submit the following:

- OEM authorization in the prescribed format attached as Form.
- Agreement between bidder & OEM.

13. TECHNICAL PRESENTATION & DEMONSTRATION:

After the technical bid opening, the bidder has to make a detailed technical presentation in front of the IT team of CIAL. During the Technical Presentation, the vendor should explain the detailed design and operation of the quoted equipment, including its advantages and limitations. The date and time of the technical presentation will be intimated later. The time allotted for the presentation is 2 hrs. CIAL reserves the right to conduct the technical evaluation of the offered products before opening the commercial bid.



SECTION V

TECHNICAL SPECIFICATIONS



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TECHNICAL SPECIFICATIONS

The scope of work includes the Supply, Installation, Testing, Training, and Commissioning of a six-node HCI stretch cluster at Cochin International Airport Limited (CIAL).

- The bidder shall supply and install a six-node HCI stretch cluster, which will be deployed across two Data Centres, 1 and 2. The distance between Data Centre 1 and Data Centre 2 will be approximately 1 Km.
- The bidder should provide all necessary Network Components, fiber cables, and SFP modules, optical transceivers to connect the HCI nodes to the Top-of-Rack (ToR) switches and interlink them across the two data centers.
- The ToR switches in both data centers must be installed and configured so that operations are not interrupted even if one TOR switch fails.
- The HCI solution must be integrated with the existing network infrastructure by establishing connectivity between the ToR and Existing Core switches. The dedicated single-mode fiber optic link between the two data centers is already available.
- The bidder must thoroughly test the system's performance and failover capabilities and conduct at least one operational drill every six months to validate its high availability functionality.
- Comprehensive Project Documentation, System Architecture Diagrams, Installation and Configuration details, Licenses, and Warranty certificates must be prepared and submitted to CIAL.
- The SOP (Standard Operating Procedure) documents shall also be prepared and submitted before the system is handed over. The bidder should provide comprehensive training sessions and hands-on exercises to the CIAL IT team without additional cost to CIAL.
- The bidder should provide the pre-installation and post-installation training to the CIAL IT team from the OEM without additional cost to CIAL.

Location	Node	TOR Switch
Data Centre 1	3	2
Data Centre 2	3	2



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HCI Solution Minimum Specifications	
	Make: VMware/Nutanix/Microsoft
1	Virtualization software shall provide a Virtualization layer that sits directly on the bare metal server hardware without dependence on a general-purpose OS for greater reliability and security. It should also allow for the hot addition of vCPU, memory, and disk without any downtime. The supplied hypervisor must have all the enterprise functionalities, such as HA, DRS, vMotion, Replication, Snapshots, and VM cloning.
2	The HCI solution should support NVMe and SSD disks without compromising the enterprise's storage efficiency provided by the stack.
3	The HCI solution should support automatic replication/rebalancing during Disk/Node failure.
4	The HCI solution must provide an on-the-fly change of ESE(Enterprise Storage Efficiency)-Deduplication/Compression for workloads without any visible impact on storage and its operations.
5	The HCI solution should support a WAN Bandwidth optimizer and a defined schedule across two sites. After the one-time data sync, only increment data should be replicated.
6	The Proposed solution must provide Synchronous Replication from day 1 without procuring any additional licensing.
7	The HCI solution should provide security features like Data at-rest encryption features from day 1.
8	Hypervisor software must provide Data at rest encryption with Native KMS, which protects against unauthorized data access.
9	HCI solution should support Block, File, and Object natively or using a third-party solution from Day 1. The solution should support file storage supporting NFS and SMB for Linux and Windows Guest with unlimited shares integrated with Active Directory/LDAP
10	HCI Solution should support one view for physical and virtual networks along with their real-time usages and configuration
11	HCI solution should support natively Microsoft and Linux-based guest VM clustering using block storage.



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12	The bidder must ensure 70000 IOPS per node from the HCI cluster, assuming an 8kb block size, a 70:30 read: write ratio, and a 5ms response time.
13	The proposed solution must be managed through a web-based console that provides a single pane of glass view for the entire environment.
14	The solution should provide prebuilt and customizable operations Dashboards and reports that provide real-time insight into infrastructure behavior, upcoming problems, and efficiency improvements. It should also Track, report, and view trends for metrics like CPU, memory, IOPs, latency, etc.
15	The solution should provide insight into performance, configurations, and capacity problems, such as over- and under-provisioned resources. It should also associate workflows with alerts to initiate corrective measures at critical thresholds.
16	The proposed solution should upgrade the HCI platform's Firmware, Hypervisor, Storage OS, BIOS, and other required functions. The upgrade should not affect the running workloads.
17	All proposed hardware and software must have a 5-year comprehensive on-site OEM warranty and a 2-year comprehensive AMC after the warranty period.



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HCI Node Minimum Specifications (PER NODE)	
Make	DELL/HP/CISCO
Form Factor	1U/2U
Processor	Intel Xeon Gold or better
Generation	5th
No of Processor	2
Core	2 x 48 C per node
Memory (RAM)	1 TB DDR5 (16 x 64GB)
Boot Storage	2 x 480 GB SSD
Storage	10 x 3.8 TB NVMe
Data Replication	2 copies of Data should be maintained.
Network Card Support	10/25G
Number of Ethernet Ports	2 x Quad Port with Module
Ports	USB 3.0, Network Port, Display Port/HDMI/Video Port (VGA)/DP port
Compliance	• VMware ESXi
	• Nutanix AOS
	• Hyper-V
EOL	The product should not be End of Life and Support for the next 7 years.
Power Supply	Dual, Redundant Power Supply (1+1)
Cooling	Redundant Fans (1+1)
Accessories	The same OEM should supply all the accessories like Cable, Power Cord, and Cooling fan.etc
Warranty	5 years On-site OEM comprehensive warranty and 2 years comprehensive AMC after warranty period. Warranty details to be provided by OEM.



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Back-Up Cum Witness Server Minimum Specifications	
Make	DELL/HP/CISCO
Form Factor	1U
Processor	Intel Xeon Silver or better
No of Processor	1
Core	24 C
Memory (RAM)	64 GB DDR5
Boot Storage	2 x 480 GB SSD
Storage	10 x 8 TB 7.2K SATA HDD
Network Card Support	10/25G
Number of Ethernet Ports	2 x Quad Port with Module
Ports	USB 3.0, Network Port, Display Port/HDMI/Video Port (VGA)/DP port
Compliance	• VMware ESXi
	• Nutanix AOS
	• Hyper-V
EOL	The product should not be End of Life and Support for the next 7 years.
Power Supply	Dual, Redundant Power Supply (1+1)
Cooling	Redundant Fans (1+1)
Accessories	The same OEM should supply all the accessories like Cable, Power Cord, and Cooling fan. etc
Warranty	5 years On-site OEM comprehensive warranty and 2 years comprehensive AMC after warranty period. Warranty details to be provided by OEM.



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ToR (Top-of-Rack) Switch Minimum Specifications		
	Make	Cisco/Juniper/Arista
1	Enclosure Type	Rack-Mountable
2	Enterprise Class	Layer 3
3	Downlink Port	48 x 1/10/25G
4	Uplinks Port	6 x 40/100G
5	Modules	• 2 x 100GBASE SR4 QSFP Modules • 4 x 40GBASE-LR4 QSFP Modules • 20 x 25GBASE-SR SFP28 Modules • 6 x 10GBase-SR SFP+ Modules. All the components, including optics, should be from the same OEM.
6	Switching Capacity	3.6 Tbps
7	VRF instances	100
8	Network Segmentation	VXLAN, EVPN
9	Layer 2	STP, VLAN Trunking, Tagging, Link Aggregation, LLDP
10	DC Bridging	PFC, DCBX, WRED, ETS, ECN
11	Layer 3 Routing	BGP, OSPF, EIGRP, RIPv2, PIM-SM, PIM-SSM, SSM, MSDP, MPLS, RSVP, TE, VRF/VRF Edge
12	Encryption	IEEE 802.1AE standard MACsec encryption with 128-bit and 256-bit AES from Day1
13	Remote Management Protocol	SSH, SNMP, NTP, RADIUS and TACACS+
14	Automation	RESTCONF, YANG, ZTP, Python or better



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15	High Availability	Yes
16	MTBF	1,50,000 hours
17	Power Supply	Dual, Redundant Power Supply (1+1)
18	FAN Cooling	Redundant Fans (1+1)
19	Hardware/Cable	Hardware/Cable to be provided by OEM
20	EOL	Product should not be End of Life and End of Support during the contract period.
21	Warranty	5 years On-site OEM comprehensive warranty and 2 years comprehensive AMC after warranty period. Warranty details to be provided by OEM.



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Back-Up Software Minimum Specifications	
Make	Veeam/Commvault
1.	Backup software should be hardware-agnostic. It should support snapshot integration with hypervisors like VMware, Hyper-V, Nutanix AHV, and RHEL and de-duplication on any storage target. It should also be able to back up data to tapes (like LTO) for long-term retention.
2.	The backup software should provide Instant recoveries for any backup to a VMware or Hyper-V Virtual machine and support Instant VM recovery for AHV workloads.
3.	Backup software should support file-level recovery from any VM or physical server backup. It should help a full system recovery in case of a system crash, either on a physical system or virtual machine
4.	Backup software should provide Backup and Replication capabilities in one console, allowing users to integrate with the hypervisor's RBAC capabilities. Users can initiate backup and restore only those VMs to which they have access without administrator intervention, thereby delivering self-serve capabilities.
5.	The backup software should be hardened to prevent backup copies of data from corruption or ransomware attacks.
6.	The backup software should have an object storage backup.
7.	Backup software should support instant file share recovery in NAS storages, allowing users to access files quickly after a disaster.
8.	The proposed Backup software must allow to configure the maximum acceptable I/O latency level for production data stores to ensure backup and replication activities do not impact storage Availability to production workloads.
9.	The software should replicate data at the VM level, with or without backing up at the source site. It should also include failover and failback capabilities and automatically acquire network addresses at the destination site.
10.	Backup software should be able to back up data from one server platform and restore it to another to eliminate dependence on a particular machine and for disaster recovery purposes. This bare metal recovery capability should be built into physical servers and should even work on dissimilar hardware.



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11.	The Backup software must offer instance-based licenses with no restrictions on the type of arrays (protecting heterogeneous storage technologies), front-end production capacity, or backup-to-disk target capacity restrictions. Licenses and associated hardware should be supplied for both primary and DR sites.
12.	The single license file should be supplied to protect virtual machines, physical servers, NAS workload, Endpoints, and multi-cloud workload, including all database applications running on these platforms
13.	The backup solution should be capable of performing scans to check for malware attacks. It should also provide alerting and generate reports in both pre-configured and customizable formats.
14.	The backup software is equipped with ransomware protection, ensuring that data copied from one source to another is safe from malicious encryption or tampering.
15.	The backup solution should support 24x7 real-time monitoring, with at-a-glance and drill-down views of the virtual hosts' health, performance, and workload.
16.	5 years On-site OEM comprehensive warranty and 2 years comprehensive AMC after warranty period. Warranty details to be provided by OEM.



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Firewall Minimum Specifications	
Make	Fortinet, Checkpoint
1.	Solution should be a purpose-built hardware appliance with Access & Threat prevention controls.
2.	The firewall must support the following security applications: Intrusion Prevention System, Anti-Malware Protection, Anti-Spam, Anti-Virus, VPN (IPsec), URL filtering, Application Control.
3.	NGFW solution must be a dedicated hardware appliance with N+1 high availability.
4.	Rack mountable and Redundant Power Supply from day one. Rack mounting accessories and HA Cables are to be supplied
5.	The platform must be having minimum of 3 RJ45 interfaces with auto sensing 10/100/1000 capability, 1x USB 3.0 ports, 1x RJ45 console port.
6.	Internal memory should be at least 64 GB SSD
7.	Firewall shall be capable of integrating with SIEM, SOAR and NDR.
8.	The Device should be AI/ML powered
9.	The solution should support a minimum of at least 1.9 Gbps IPS throughput
10.	The solution should support minimum 780 Mbps Gbps threat protection throughput on real-world / enterprise mix traffic test condition
11.	Minimum 1.25 Gbps NGFW throughput on real-world / enterprise mix traffic test condition
12.	The solution should support minimum 4 Gbps Firewall Throughput.
13.	The Firewall must support at least 7,20,000 concurrent connections and 32,000 new sessions per second
14.	Device should support Static routing, RIP, OSPF, BGP, OSPFv3.
15.	Solution should support high availability with Active-Active Load sharing functionality.
16.	Firewall must support Geo-based IP address blocking option.



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17.	Build-in GUI/CLI must support option to configure firewall policy which allow packet capture for troubleshooting purposes
18.	NGFW must have built in support IPSec VPN and SSL VPN. There shouldn't be any user license restriction
19.	IPSec VPN must include gateway to gateway and gateway to client vpn. In case of gateway to client the administrator must have option to assign private IP address to remote user without requiring any additional license
20.	VPN must support 2-factor authentication.
21.	IPS module must be based on exploit signatures, protocol anomalies, application controls, and behaviour-based detection.
22.	IPS application must have centralized event correlation and reporting.
23.	IPS must support network exceptions based on source, destination, and service.
24.	IPS should provide automated activation of new protections based on configurable parameters.
25.	IPS should allow creation of profiles for client or server-based protections.
26.	IPS detection engine must be capable of detecting and preventing various types of network attacks without any pre-defined signatures
27.	The proposed system should have integrated Anti-Bot, Anti-Virus, Web-Filtering and Application Protection without external solution, devices or hardware modules.
28.	The proposed solution should be able to enable or disable Web Filtering per firewall policy or based on firewall authenticated user groups for both HTTP and HTTPS traffic.
29.	Application control and URL filtering must work independent of each other.
30.	Signatures shall be manual or automatically updated.
31.	The administrator shall be able to define application control list based on selectable application group and/or list and its corresponding actions
32.	The proposed NGFW must have built in GUI and CLI to make on the go changes to Firewall policies without any dependency to management and troubleshoot any issue related to network outage.



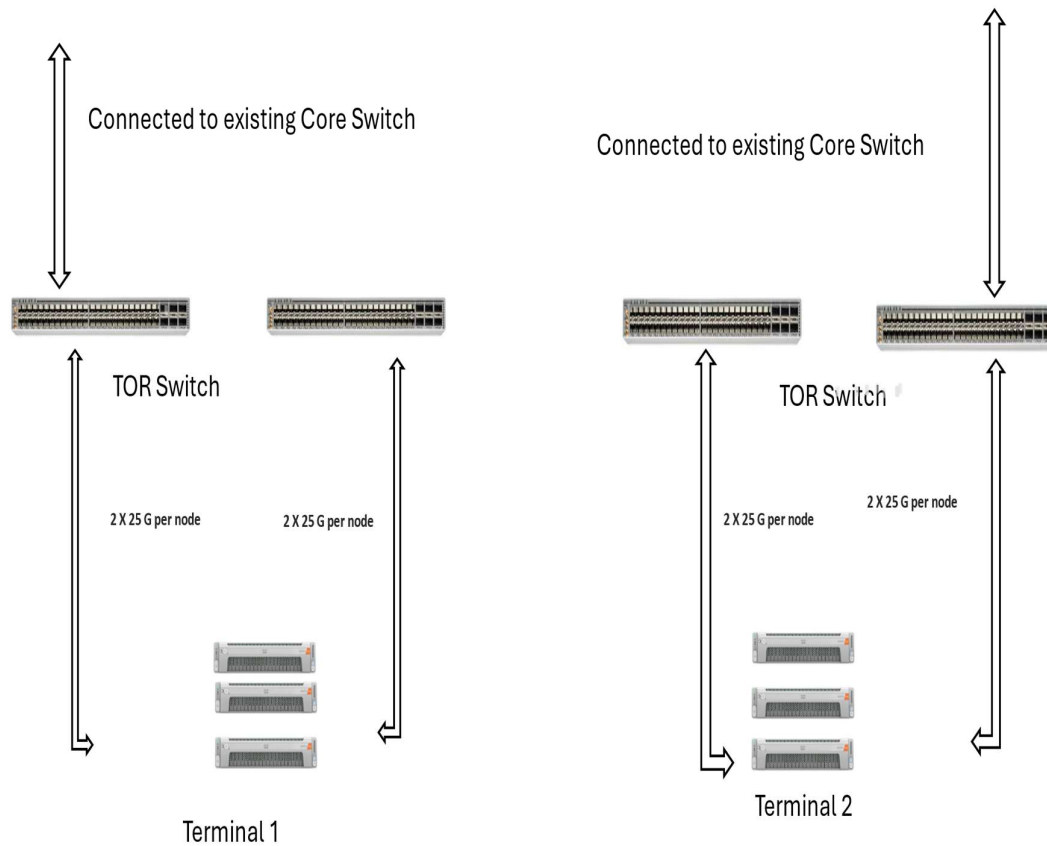
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33.	Management system should provide real-time health status for all firewall modules (CPU, memory, state table, etc.).
34.	The solution should be able to log all the security and traffic logs to the centralized logging and reporting solution installed at CIAL.
35.	Firewall policy should be single policy where all the feature get applied such as IPS, application control, URL filtering, antivirus, SSL inspection, logging and even NAT.
36.	Firewall must support zoning option along with User based authentication.
37.	There must be option to configure the said Firewall policy from GUI of the NGFW appliance without requiring any management solution. This is in the case of emergency where management solution is no available and policy needs to be changed.
38.	The proposed system shall have built-in high availability (HA) features without extra cost/license or hardware component
39.	The device shall support stateful session maintenance in the event of a fail-over to a standby unit.
40.	High Availability Configurations should support Active/Active or Active/Passive
41.	Solution should be capable of integration with SIEM, SOAR and NDR.
42.	5 years On-site comprehensive warranty with 24x7 support and same day replacement in case of any hardware or software failure and need replacement.



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The Tentative HCI Server Diagram is attached herewith.





SECTION VI
FORMS



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FORM – I

Make, model, and configuration of equipment quoted by the bidder.
(To be filled and submitted along with the tender document)

S1 No	Equipment	Make & Model
1	HCI Node	
2	TOR Switch	
3	Hypervisor	
4	HCI	
5	Back-Up Server	
6.	Back-Up software	

Detailed specifications shall be attached and uploaded with this form.

Signature of the Bidder.

Seal of the Bidder



SITC Of Hyper-Converged Infrastructure Solution

FORM – II

CERTIFICATE OF UNDERTAKING FROM ORIGINAL EQUIPMENT MANUFACTURER/S

(This certificate should be submitted along with the tender document, signed & sealed by the respective Original Equipment Manufacturer/s. The individual signing the OEM undertaking shall have the power of attorney to sign the undertaking)

We, M/s, the manufacturer of (Item Name, Make, Model No.), hereby authorize M/s..... to participate in the tender CIAL/COMMN/SHW/69 for SITC of Hyper-Converged Infrastructure Solution at Cochin International Airport (CIAL). We guarantee that the equipment supplied are manufactured by us and are brand new, and these items have not been used anywhere else before. Also, we hereby authorize M/s (name of Bidder) to provide support and service for the supplied equipment during a warranty period of 5 years and a maintenance contract period of 2 years, after the warranty period of 5 years, as per the terms and conditions specified in the tender document, CIAL/COMMN/SHW/69. In case M/s..... (name of Bidder) is not able to perform their duties including service support during installation, warranty, and maintenance period, we are ready to extend our support to CIAL, either directly by us or through our mutually agreed authorized service partner, under the same terms and conditions of this tender document, without any additional expenditure to CIAL.

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

Name

Name

Designation

Designation

Signature of the Manufacturer (OEM)
bidder

Signature of the

Seal of the manufacturer (OEM)

Seal of the bidder

The undertaking shall be submitted for the following items: HCI Node, Switch, Hypervisor/HCI and Backup software



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FORM III:

POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY execute on.....,we....., a Company incorporated under the provisions of Companies Act, 1956 having its Registered Office at (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. for at Cochin International Airport 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 it's resolution passed in this regard and delegation on him.

Witness:

1.
2.

By order of the

Board

Signature of: Mr.

For.....

.....

Authorised Signatory

(Attested)

.....

Authorised Signatory



SITC Of Hyper-Converged Infrastructure Solution

Documents Check List

Sl. No	DOCUMENT	ATTACHMENTS	SUBMITTED (YES/NO)
1.	Unconditional Acceptance Letter	As per the Tender	
2.	Power of Attorney	As per the Tender	
3.	Pre-Qualification Documents	As per the Tender	
4.	Original Tender Document (Signed and sealed on all pages)	As per the Tender	
5.	Compliance Sheet	As per the Tender	
6.	All Forms	As per the Tender	
7.	HCI Network Diagram	As per the Tender	
8.	BOQ	As per the Tender	
9.	Rate Only Items	As per the Tender	