Request for Proposal for Procurement of LAN Racks and LAN cabling material and services

Tender Ref: CSCB/IT/18-19/03 dated: 22/11/2018



1. Invitation for Bids

- 1.1 Chhattisgarh State Cooperative Bank Ltd. invites sealed bids from eligible bidders for the supply, installation, commissioning and maintenance of Procurement of LAN Racks and LAN cabling material and services at Sector-24, Atal Nagar (Naya Raipur).
- 1.2 Interested eligible bidders may obtain further information from the office of Chhattisgarh State Cooperative Bank Ltd., Information Technology Department, Indira Gandhi Vyavasaik Parisar, Pandri, Raipur 492004.
- 1.3 The Bid Document is to be downloaded from the Website. The non-refundable fees for downloaded document must be deposited before the last date & time of sale of bidding document as tabulated below. No hardcopy of the bid document will provided.
- 1.4 Bid Amount should be submitted in the form of DD in favour of "Chhattisgarh Rajya Sahakari Bank Mydt., Raipur" payable at Raipur.

1.5 The Bid Details are as follows:

| S. No. | Item | Description | |
|--------|---|--|--|
| 1. | Bid reference | CSCB/IT/18-19/03 | |
| 2. | Date of commencement of sale of Bidding Documents | 22/11/2018 | |
| 4. | Last Date & Time for Submission of Bids | 10/12/2018 1730Hrs | |
| 5. | Date and time of opening of Technical Bids | 15/12/2018 1300Hrs | |
| 6. | Place of submission & opening of Bids | Chhattisgarh State Cooperative Bank Ltd. Indira Gandhi Vyavasaik Parisar, Pandri, Raipur – 492004 (C.G.) | |
| 7. | Address for communication | As above Mob : 9826199079, 9584500999 cbs.it@cgapexbank.com | |
| 8. | Price of Bid Document | Rs. 2,500/- | |



- 1.6 All bids must be accompanied by bid security as specified in the Bidding Document and must be delivered at the above office on or before specified date and time indicated above.
- 1.7 Bidders' authorized representatives can present at the time of opening of Bid.
- 1.8 Bidders can submit their queries on email id <u>cbs.it@cgapexbank.com</u> regarding any technical queries. It will be responded through email only during Bank working days.
- 1.9 Chhattisgarh State Cooperative Bank Ltd. reserves the right to accept or reject in part or full any or all the offers without assigning any reasons there for.

MANAGING DIRECTOR CHHATTISGARH STATE COOPERATIVE BANK LTD., HO, RAIPUR.



2. Brief Scope of Work

Bidder need to create LAN network infrastructure using CAT6 cables to support data network. LAN infrastructure should be integrated with Data network of the Bank at Chhattisgarh State Cooperative Bank Ltd., Sector -24, Atal Nagar (Naya Raipur).

3. Minimum Qualification Criteria

Only those bidders who fulfill the following criteria are eligible to respond to the RFP. Offers received from the bidders who do not fulfill all or any of the following eligibility criteria are liable to be rejected. The bank reserves the right to interpret the documents / proof of eligibility submitted by the bidders and may choose to accept / reject the proof of eligibility or may also call for further clarification with respect to any documents submitted by the bidder. The experience and expertise of the bidder, field record of satisfactory services, and Bidder's compliance with all these requirements must be substantiated with credible documentary proof such as customer Purchase Orders with dates and audited balance sheet for the last year.

| Sr. No | Clause | Documents Required |
|-----------|--|---|
| 1. | The Bidder should be a registered company in India as per the Company Act. 1956 and must have a minimum turnover of Rs. 20 Lacs per Annum out of its IT operations for the past 3 Financial Years (each year). | Certificate of incorporation. Copy of the audited profit and loss account of the company OR auditor certificate showing turnover of the company for last three years. |
| 2. | The bidder should be registered in India and should be in the IT/ITES business. | Certificate of commencement of services. |
| 3. | The Bidder should have its support and service center in Raipur. | Proof of address to be submitted. |
| 4. | The bidder should not be blacklisted by any Central/State Govt. depts./Public Sector Banks / Financial Institutions in India at the time of submitting bid. | Self Cerificate. |
| 5. | The bidder should have carried out minimum 3 works in the last 2 years for which bid is submitted i.e., Supply of equivalent quantity of equipment and services. | PO Copy & Works completion certificate. |



a. Unacceptable quality of components:

The bidder should not substitute any internal components or subsystems of equipments by similar items from different manufacturers, without adequate justification that is acceptable to Chhattisgarh State Cooperative Bank Ltd.

4. Instruction to Bidders

4.1 Amendment to RFP Contents

At any time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) requested by a prospective bidder, modify the RFP contents by amendment.

Amendment will be notified in writing on Bank's website or by e-mail to all the prospective bidders and will be binding on bidders. The Bank shall not be liable for any communication gap.

In order to provide prospective bidders, reasonable time to take the amendment into account for preparation of their bid, the Bank may, at its discretion, extend the last date for bid submission.

4.2 Two Bid System Offer:

Separate offers (Technical & Commercial) must be submitted at the same time, giving full particulars **properly spiral bound and page number** in separate sealed envelopes at the Bank's address given below, on or before time and date specified.

Bank's address

Managing Director Chhattisgarh State Cooperative Bank Ltd. Indira Gandhi Vyavasaik Parisar, Pandri, Raipur – 492004 (C.G.)



4.3 Bid Security/EMD:

4.3.1 Earnest Money Deposit by the Bidder should be done Minimum for as under for each of the bids separately for which bidder has submitted the bid.

| Tender Description | EMD Amount |
|--|------------|
| Procurement of LAN Racks and LAN Cabling material and services | 50,000 |

- 4.3.2 The bidder shall furnish its bid security as under:
 - a. A Demand Draft issued by nationalized bank/ scheduled commercial bank in favour of "Chhattisgarh Rajya Sahakari Bank Mydt., Raipur payable at Raipur.
- 4.3.3 Unsuccessful Bidder's bid security will be discharged or returned as promptly as possible after the expiration of the period of bid validity prescribed.
- 4.3.4 The bid security may be forfeited:
 - a. If the bidder withdraws its bid during the period of bid validity specified by the Bank.
 - b. In case the information submitted by the bidder supporting its eligibility claim is found to be false
 - c. In case of the successful bidder, if the bidder fails to:
 - sign the contract
 - furnish performance security
- 4.4 Submission of Bid Document
- 4.4.1 All the envelopes must be super-scribed with the following information:
 - Type of Offer (Technical or Commercial)
 - Bid Reference Number
 - Due Date
 - Name of Bidder with contact details

4.4.2 ENVELOPE-I (Technical Offer): (in sealed envelope)

The Technical Offer (T.O) should be complete in all respects and contain all information asked for, **except prices**. The T.O. should include all items asked for in Requirement of Items (ROI). The T.O. should not contain any price information. The T.O. should be complete to indicate that all products and services asked for are quoted. For example, the Technical Offer should mention that AMC charges are included in the Commercial Offer, without mentioning the actual amounts in the T.O.

4.4.3 ENVELOPE-II (Commercial Offer): (in separate sealed envelope)

The Commercial Offer (C.O) should give all relevant prices information and should not contradict the T.O. in any manner. The C.O. should be complete in all



respects and contain all necessary information. C.O. which is incomplete is liable for rejection.

- 4.4.4 These two envelopes containing the Technical and Commercial Offer should be separately submitted. Please note that if any envelope is found to contain both technical and commercial then that offer will be rejected summarily.
- 4.4.5 All pages must be numbered Page x of yy (eg. Page 12 of 30) and signed by (initials) the Authorized Signatory along with Company Seal.
- 4.4.6 Bidders have to submit soft copy of the Technical offer in CD/DVD in PDF format.
- 4.4.7 All the documents submitted will become the property of the Bank.
- 4.5 Schedule of Items under Procurement

Tender Description
Procurement of LAN Racks and LAN Cabling material and services

4.6 Terms and Conditions:

Terms and conditions for bidders who participate in the offer for quotes are specified in the section called "Terms and Conditions of Contract (TCC)". These terms and conditions will be binding on all the bidders. These terms and conditions will also form a part of the purchase order, to be issued to the successful bidder(s) on the outcome of the offer process.

4.7 Non-transferable offer:

This offer document is not transferable. Only the party, who has purchased this offer, is entitled to quote.

4.8 Offer validity Period:

The offer should hold good for a period of 180 days from the date of the opening of offer. Bank can place repeat order at the same rate as per purchase order for part or all the items quoted in the tender documents within a period of 6 months from the issue of Purchase Order.

4.9 **Preliminary Scrutiny**

Chhattisgarh State Cooperative Bank Ltd. will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. Chhattisgarh State Cooperative Bank Ltd. may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all bidders and Chhattisgarh State Cooperative Bank Ltd. reserves the right for such waivers.



4.10 Format for Technical Offer

The Technical offer must be made in an organized, structured and neat manner. Brochures/leaflets etc. should not be submitted in loose form.

The format for submission of technical offer is as follows:

- a. Index
- b. Technical Offer with Specifications.
- c. Technical Deviation Statement as mentioned in Annexure
- d. Checklist as per as mentioned in Annexure
- e. Covering letter. This should be as per Annexure
- f. Details of the bidder, as per Annexure
- g. Manufacturer's Authorization Form (if applicable) as mentioned in Annexure
- h. Details of installation (past/current), as per Annexure
- i. Details of support centers as per Annexure
- j. Terms and Conditions Compliance Table. As per Annexure
- k. Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed.
- I. Software details.
- m. Valid Bank Draft / Bank Guarantee as EMD.
- n. Bidder's Financial Details (audited balance sheets etc.) and other supporting documents, as asked in the offer document

4.11 Format for Commercial Offer

The Commercial offer must not contradict the technical offer in any way. The suggested format for submission of Commercial offer is as follows:

- a. Index
- b. Covering letter
- **c.** Commercial Version of Bill of Materials and Price Schedule. This must contain all price information, including AMC details. It must be in format specified as Annexure-G
- **d.** A statement that the bidder complies with Payment schedule and penalties given in the offer.

4.12 Erasures or Alterations

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. Chhattisgarh State Cooperative Bank Ltd. may treat offers not adhering to these guidelines as unacceptable.

4.13 Locations of Installation

This offer is being floated by the Head office of Chhattisgarh State Cooperative Bank Ltd. The equipments being procured through this offer shall be installed and commissioned by the bidder, at Chhattisgarh State Cooperative Bank Ltd. Premises at Sector-24, Atal Nagar (Nava Raipur).

4.14 Determination of L1 Bidder

- The Bank will open the technical bids on the stipulated day in the presence of authorized representatives of the bidders.
 The technical bid will be opened first and evaluated for technical requirements as per the stipulations.
- L1 bidder will be selected on the basis of the Total cost of ownership (TCO). The bidder who has quoted lowest TCO would be declared as L1 bidder.
- It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest, as Chhattisgarh State Cooperative Bank Ltd. will not enter into any price negotiations, except with the lowest quoting bidder, whose offer is found to be fully technically compliant.
- No Bidder shall contact the Bank on any matter relating to its offer, from the time of offer opening to the time the Contract is awarded. Any effort by a bidder to influence the Bank in its decision on offer evaluation, comparison or contract award decisions may result in the rejection of the Bidder's offer.

5. Term & Conditions of Contract

5.1 Technical Inspection and Performance Evaluation

Chhattisgarh State Cooperative Bank Ltd. reserves its right to carry out a technical inspection and performance evaluation (benchmarking) of equipment and solution offered by short-listed bidders.

5.2 Payment Terms

Chhattisgarh State Cooperative Bank Ltd. will make payment as follows:

- i) No advance,
- ii) Payment will be made after delivery and successful installation the material/equipment.
- iii) For AMC: 100% yearly advance basis.

5.3 Delivery, Installation and Commissioning

5.3.1 The Bidder shall be responsible for delivery, installation and integration of the equipment ordered with the existing systems of the Bank and also to Operating System, Anti-Virus, and other applications (where ever applicable) making them fully operational at no additional charges as and when required time to time. The bidder will provide necessary support for hardware settings for successful porting/installation of application software into the equipment ordered.

5.3.2 Completeness of Installation

The installation will be deemed as incomplete if the equipment is not delivered or is delivered but not installed and/or not operational or not acceptable to Chhattisgarh State Cooperative Bank Ltd. after acceptance testing/examination.

In such an event, the supply & installation will be termed as incomplete or not delivered and it will not be accepted and warranty period will not commence. The Equipments will be accepted after complete commissioning of equipment and satisfactory working of the equipment.

5.4 Inter-working of Equipment/Hardware, Software & Services

- 5.4.1 The bidder must integrate all the hardware, software components supplied by him with existing or to be supplied hardware, software components to make the system integrated and fully functional. It will be bidder's responsibility to locate the exact nature of the problem/fault(s) and rectify the same. Under no circumstances will a problem/fault be blamed on the application software/ other systems without sufficient cause and justification.
- 5.4.2 The bidder must also take necessary steps to install all the software components supplied by him on the hardware supplied. Moreover, any relevant software patches that are required to be applied to the system software to make it compatible with supplied hardware must be identified and installed from time to time during the warranty and AMC period.

5.5 Acceptance Tests

- 5.5.1 At the discretion of bank, acceptance tests will be conducted by the bidder at the site in the presence of the officials of Chhattisgarh State Cooperative Bank Ltd. and/or its nominated consultants. The tests will check for trouble-free operation apart from physical verification and testing. There shall not be any additional charges payable by Chhattisgarh State Cooperative Bank Ltd. for carrying out this acceptance test. Chhattisgarh State Cooperative Bank Ltd. will take over the system on successful completion of the above acceptance test. An average uptime of 99.5% for duration of test period shall be considered as satisfactory.
- 5.5.2 In the event of hardware and software failing to pass the acceptance test, a period not exceeding two days will be given to rectify the defects and clear the acceptance tests, failing which the bank reserves the right to get the equipment replaced by the supplier at no extra cost to Bank

5.6 Drivers & Manuals

The equipment/Hardware, Software will have to be supplied with the complete and legal documentation of hardware, all subsystems, operating systems, system software, software drivers and manuals as applicable. The bidder shall supply operation and maintenance manuals together with drawings of goods and equipment's built. These shall be in such details as will enable the bank to operate, maintain, adjust and repair all parts as stated above.

5.7 Warranty

- 5.7.1 Warranty for equipment supplied should be for 3 years and Post warranty AMC for 2 years.
- 5.7.2 The offer must include a minimum comprehensive on-site warranty and support for period specified in TCO from the date of installation and acceptance of the solution by the Bank including all software, database, patches, updates and licenses. Warranty support has to be provided through OEM/Vendors field engineers.
- 5.7.3 The OEM or bidder has to provide from time to time release Updates/Upgrades/New releases/New versions for software licenses. The bidder must ensure that all such Updates/Upgrades/New releases/New versions and version migrations, as and when released during the term of warranty / AMC should be notified to the Bank by bidder and shall be provided to the Bank within 2 weeks during the term of the contract period at no additional cost or fees or expenses including implementation cost and version migration.
- 5.7.4 The Bidder shall ensure that the warranty complies with the agreed technical standards, security requirements, operating procedures, and recovery procedures
- 5.7.5 The warranty period shall start from date of acceptance. Free maintenance services shall be provided by the supplier during the period of warranty. The Bidder shall, in addition, comply with the performance guarantee specified under the contract. If, for reasons attributable to the Bidder, these guarantees are not attained in whole or in part, the Bidder shall make such changes, modifications and/ or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense and to carry out further performance.

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- 5.8 Annual Maintenance Contract:
- 5.8.1 Warranty for equipment supplied should be for 3 years and Post warranty AMC for 2 years.
- The offer must give commitment to provide maintenance at the price quoted in TCO from the date of expiry of warranty. The bidder must give commitment to provide AMC of the existing hardware.
- 5.8.3 During the AMC period the vendor should update/upgrade the software, Antivirus and also provide any new versions released as part of Annual Maintenance Contract.
- 5.8.4 The vendor undertakes and guarantees on Response time to errors during the period of warranty and AMC with the Bank is in force.
- 5.8.5 However Bank will have option to avail direct support from OEM for the AMC and may not avail the AMC services of bidder.

5.9 Preventive Maintenance

The Bidder will carry out preventive and corrective maintenance activities to ensure that all hardware, related components and software perform without defect or interruption for ensuring the uptime guarantee mentioned above in every three months.

5.10 Training

For hardware and other component installed, the Bidder will train the designated end user personnel of the Bank to enable them to effectively operate the total system. Such training should be for a maximum duration of two days and carried out during the period of installation of the complete system to ensure proper handling by the designated personnel at the site.

5.11 Technical Documentation

The technical documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

5.12 Right to use Defective Goods

If after delivery, acceptance & installation and within the guarantee & warranty period, the operation or use of the Goods proves to be unsatisfactory, the bank shall have the right to continue to operate or use such Goods until rectification of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the bank's operation.

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5.13 Indemnity

The Bidder shall indemnify, protect and save the Bank and will hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act of omission or commission of the Bidder, it's employees, it's agents, or employees of it's sub-contractors in the performance of the services provided in terms of this RFP, (ii) breach of any of the terms of this RFP or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder, (iii) bonafide use of the deliverables and or services provided by the Bidder, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project, (v) claims made by the employees, subcontractor, sub-contractor's employees, who are deployed by the Bidder, under the contract to be executed in terms of this RFP, (vi) breach of confidentiality obligations of the Bidder, (vii) negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, sub contractor or any of their employees appointed by the Bidder for the purpose of any or all of the obligations under the agreement to be executed in terms of this RFP. The Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notifies the Bidder in writing immediately on being aware of such claim, (ii) the Bidder has sole control of defense and all related settlement negotiations.

Bidder shall be responsible for any loss of data, loss of life, etc, due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk.

The Bidder shall indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- a. Non-compliance of the Bidder with Laws / Governmental Requirements.
- b. Intellectual Property infringement.
- c. Negligence and misconduct of the Bidder, its employees subcontractor and agents.
- d. Breach of any terms of Agreement, Representation or Warranty.
- e. Act of omission or commission in performance of service.
- f. Loss of data.



Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trade marks, copyrights etc or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software and network equipments or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder. except where the Bank is required by any authority / regulator to make a comment / statement / representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The Bidder shall not indemnify the Bank for:

a. Any loss of profits, revenue, contracts, or anticipated savings or Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of the Bank would be considered as a "direct" claim.

5.14 Publicity

Any publicity by the bidder in which the name of Bank is to be used should be done only with the explicit written permission of bank. The bidder should not disclose the technical / commercials offered to the bank and also the terms & conditions to any other third party without prior written permission of Bank.

5.15 Limitation of Liability:

The bidders aggregate liability in connection with obligations undertaken as a part of Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract. The bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or

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from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this project

In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of the Agreement to be executed in terms of this RFP or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the Bank would be considered as a direct claim.

5.16 Interconnectivity with Bank's existing equipments

It is bidder's responsibility to establish interconnectivity with other equipment of the Bank where required by Bank and where technically possible and where it is within scope of this tender.

5.17 Cooperation for WAN connectivity

The bidder will undertake to provide all necessary help to connect the equipment on WAN of the Bank.

5.18 Guarantees

Bidder should guarantee that all components are new. In the case of software, the bidder should guarantee that the software supplied to Chhattisgarh State Cooperative Bank Ltd. is licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.

5.19 Force Majeure

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to Acts of purchaser in its sovereign capacity wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify Chhattisgarh State Cooperative Bank Ltd. in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by Chhattisgarh State

Cooperative Bank Ltd. in writing, the Bidder shall continue to perform it's obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, Chhattisgarh State Cooperative Bank Ltd. and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding above, the decision of Chhattisgarh State Cooperative Bank Ltd. shall be final and binding on the bidder.

5.20 Intellectual Property Rights

The bidder represents that it has obtained appropriate rights to provide the deliverables upon the terms and conditions contained in this contract. The Bank agrees and acknowledges that save as expressly provided in this contract, all Intellectual Property Rights in relation to the Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this contract belong to and shall remain a property of the Bidder or its licensor. The Bank shall own all Intellectual Property Rights in all software and other materials (excluding any Bidder or third party products including any modifications, enhancements or customization made thereto) produced exclusively for the Bank by the Bidder pursuant to the project including any adaptations, translations, derivative works and improvements that are developed by the Bidder, specifically and exclusively for the Bank, whether protectable as a copyright, trademark, patent, trade secret and design or otherwise. The ownership of all Intellectual Property Rights in any information or materials provided to the Bidder by the Bank shall remain vested in the Bank. The ownership of all Intellectual Property Rights for any Bank customer information or materials provided to the Bidder by the Bank shall remain vested in the Bank.

The Bidder represents that a separate agreement is required to be entered into by the Bank with Third-party bidder either for statutory or proprietary reasons, notwithstanding the Bidder's obligations for performance. The Bank shall enter into a separate Confirmation of License Agreement with the OEM of the software, as per the format provided by the Bank, wherein the Bank is being granted a license to use the hardware and Software solely in the manner set out herein.

During the Term of this Project and, if applicable, during the Reserve Transition Period. Bank grants Bidder a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services. The Bidder shall be

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responsible for obtaining all necessary authorizations and consent from third party licensors of Software used by Bidder in performing its obligations under this Project. If a third party's claim endangers or disrupts the Bank's use of the Software, the Bidder shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product.

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- 6. Requirement of Items (Technical Specification) & Scope of Work
- 6.1 Procurement of LAN Racks and LAN Cabling material and services
 - 6.1.1 Technical Specification

Successful bidder need to do complete LAN cabling and its integration of the LAN infrastructure with user panel, network devices and WAN connectivity of the Bank. LAN cabling and installation of equipments should be done as per floor layout/diagram. Node distribution for each of the locations are given hereunder —

| Sr. No. | NODE DISTRIBUTION | Data |
|------------|-------------------|------|
| 1 | Workstations | 74 |
| 2 | Conference Room | 6 |
| 3 | Cabins | 16 |
| | TOTAL | 96 |

6.1.2 TCO (Total Cost of Ownership)

| <u> </u> | | |
|------------|----------------------------------|-------------|
| Sr. No. | Description | Qty. |
| FIELD | SIDE ITEMS - WORKSTATION SIDE | |
| 1 | CAT6 Cable | 2000 meters |
| 2 | I/O Cat 6 | 96 |
| 3 | Back Box | 96 |
| 4 | Patch Panel Cat 6 24 Port | 6 |
| 5 | Rack Shelf Tray | 2 |
| 6 | PDU 1U | 2 |
| 7 | CISCO 24 Port GIGABYTE SWITCH | 6 |
| 8 | Cable Manager for above | 6 |
| 9 | CAT6 patch chord | 96 |
| 10 | Single Face Plate Legrand | 70 |
| 11 | Network Rack, 9U | 4 |



| INSTALLATION AND SERVICES - scope of works for structured cabling works | | |
|---|--|-------|
| | Laying of Cables, Termination of I/O and Patch panels, Installation of Faceplates, Dressing of Racks, Installation of Switches, Installation | |
| 12 | of patch chords, | 192 |
| 13 | Numbering, Labelling, and Testing with Fluke LAN tester. | 192 |
| | | 132 |
| 14 | Project Management | 1 |

Bank may require additional material/ services for completion of LAN Cabling activities. Payment for the LAN activities will be made based on actual deployment of material and services after verification, which may increase/decrease the actual payable value.

Bank will make infrastructure annual maintenance cost at the rate of 5% of TCO. Annual maintenance cost will be released on quarterly interval in arrears on submission of invoice and service reports.

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7 Annexures

a) Annexure - Commercial Bid

| S. N | Desc riptio n | Qt y (A) | Unit Price (Excluding GST) (B) | Total cost with 03 years warranty C=A*B | AMC Price per Year (Minimum 5% of C) |
|------|-------------------------|--------------------|---|--|---|
| 1 | | | | , | |
| 2 | | | | U | · · · · · · · · · · · · · · · · · · · |
| | Total Cost of Ownership | | TCO=(Sum | of above items) | |

Note:-

- 1. In case of discrepancy between the total price and unit price, the unit price shall prevail.
- II. Although bidders are required to quote various cost-items for the indicated quantity, the actual payment to the selected bidder would be reckoned on actual quantity ordered.
- III. In case of discrepancy between amount in words and in figures, the amount in words would be considered right.
- IV. All the prices given above should be in INR and inclusive of all taxes.
- V. Bank will deduct applicable TDS, if any, as per the law of the land.
- VI. AMC Prices will not be considered in TCO calculations. The AMC prices should be maximum 5% of the product value.
- VII. The Quantity mentioned here is approximate and Bank reserves the right to alter the quantity as per its requirement.
- VIII. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
- IX. The quantity mentioned will be approximate only. The actual requirement may vary i.e. increase / decrease.
- X. Under empanelment, Bank releases dispatch request as per the branch / offices requirement through-out the financial year.
- XI. Bank may request for increase period of empanelment.
- XII. Throughout the empanelment period successful bidder to provide details of project manager for monitoring the project execution.

| Place: | |
|--------|--------------------------------|
| Date: | Seal & Signature of the bidder |

