



The Kangra Central Cooperative Bank Ltd

Dharamshala

H.P. 176 215

Tender Number KCCB/IT/DC/2018/02

Document Cost Rs.5,000/-

Last Date of Submission of Bid Documents :-23.01.2019 upto 01:00PM

Bid opening :- 23.01.2019, 03:00 PM

Supply, Installation, Configuration, Integration, Testing, Implementation
and Commissioning of SAN Switch at Data Center and DR Site of the Bank

IMPORTANT DATES

Sr. No	Description	Schedule
1	Date of Sale of Tender and Enquiry	From 10:00 AM on 09.10.2019 at The Kangra Central Cooperative Bank Limited, Dharamshala (HP) 176 215. Request for Proposal Document can also be downloaded from the Bank website http://www.kccb.in . In such cases the document cost needs to accompany the bids.
2	Last Date of Submission of Tender	At 01:00 PM on 23.01.2019 at The Kangra Central Cooperative Bank Limited, Dharamshala (HP) 176 215.
4	Opening of Tender Bids	At 03:00 PM on 23.01.2019 at The Kangra Central Cooperative Bank Limited, Dharamshala (HP) 176 215.

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1. NOTICE INVITING TENDER

The Kangra Central Co-Operative Bank Limited, Dharamshala is a DCCB currently operating in five districts of Himachal Pradesh viz Kangra, Hamirpur, Una, Kullu and Lahaul & Spiti with its head office at Dharamshala and a network of 18 Zonal Offices, 216 Branches and 11 Extension Counters. The Bank has its Data Center at Dharamshala and Disaster Recovery Site at Bengaluru. The Bank is a direct member of National Financial Switch since 2014. The Bank is fully computerized and networked in order to achieve the effective and efficient customer services and back office operations.

Bank invites technically complete and commercially competitive proposals from reputed manufacturers/authorized representatives for Supply, Installation, Configuration, Integration, Testing, Implementation and Commissioning of SAN Switch at Data Center and DR Site of the Bank at Bengaluru.

The invitation of bids is open to all Original Equipment Manufacturers (OEMs) having presence in India or their authorized representative in India, provided firms fulfill the minimum qualification criteria as mentioned in Bid document. In case of authorized representative a letter of authorization to this effect from OEM must be furnished. Joint Bid will not be accepted. Only one make of SAN Switch should be quoted.

The estimated tentative requirement of items will be as under :-

Sr. No.	Items	Tentative Requirement
1	SAN Switch	4
2	Service & Support for 5 years (Warranty & AMC)	4

The above requirements are indicative and may vary as per actual needs.

2. SCOPE OF WORK

- 2.1 Supply, Installation, Configuration, Integration, Testing, Implementation And Commissioning of SAN Switch at Primary Site of the Bank and for DR Site, Bangaluru. It includes but not limited to the following: -
 - 2.1.1 Supply/delivery of SAN Switch FOR at DC Site at Dharamshala, H.P. - 176215 and DR Site Bangaluru.
 - 2.1.2 Installation of SAN Switch at DC Site and DR Site.
 - 2.1.3 Testing and Configuration of SAN Switch as per requirement of the Bank.
 - 2.1.4 Maintenance and Support of supplied SAN Switch as per terms and conditions of this tender document.
 - 2.1.5 Appropriate training to the Bank's staff.

3. INSTRUCTIONS TO BIDDERS

The Bidder is expected to have read and examined all the instructions, forms, terms and specifications in the Tender Document with full understanding of its implications. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in outright rejection of the bid. The Bidders are advised to strictly adhere to the proforma provided for that purpose in this document. Any deviation in this matter will lead to disqualification of the Bid.

DEFINITIONS : The following definitions shall govern for the respective terms as hereinafter mentioned in this document:

- Bank:** The Kangra Central Cooperative Bank Limited,
Dharamshala H.P. 176 215.
- Bidder:** The prospective tenderer who has duly purchased the Tender Document and intends to offer the goods and services mentioned in this document.
- Original Equipment Manufacturer (OEM):** Original equipment manufacturer in case of hardware and original developer in case of software.

3.1 COST OF THE TENDER DOCUMENT: The Bidder shall deposit Rs. 5,000/- (Rupees Five Thousand Only) in the form of a Demand Draft favoring Managing Director, The Kangra Central Cooperative Bank Limited payable at Dharamshala being the cost of the tender document along with the Bid. Payment made through any other mode will not be accepted and decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.

3.2 SCHEDULE OF TENDER

3.2.1 The sealed bids will be accepted till 01:00 PM on 23.01.2019. The Bank may at their discretion extend the bid submission date. The modified target date & time will be notified on the web site of Bank.

3.2.2 The Technical Bids will be opened at 03:00 PM on 23.01.2019. The Bidders or their authorized representatives may be present if they so desire.

3.2.3 The Commercial Bids of only technically qualified Bidders will be opened at a date announced by the Bank at the time of opening of the Technical Bids. The Bidders who have been declared eligible after evaluation of the technical bids or their authorized representatives may be present if they so desire.

3.2.4 The address for all the above activities is:

**The Kangra Central Cooperative Bank Limited,
DHARAMSHALA. H.P., 176 215.
PHONE 01892-224969/223280/229346
FAX 01892-222386/225600
<http://www.kccb.in/>
E-mail: it@kccb.in,**

3.3 PROCEDURE FOR SUBMISSION OF BIDS : It is proposed to have a two-bid system (Technical and Commercial) in five separate sealed covers for this tender.

- a) Earnest Money Deposit & Tender Fee.
- b) Technical Bid.
- c) Commercial Bid.
- d) Copy of Technical Bid.

- e) Copy of Commercial Bid.

Please note that rates should not be indicated in the Technical Bid. Only Commercial Bid should indicate rates.

All the documents viz. Earnest Money Deposit, Tender Fee, Technical Bid and Commercial Bid prepared and sealed as hereinafter directed along with the Bid Covering Letter as per the proforma given in section 7.1 post typed and signed on the Bidder's letterhead are to be kept in a single sealed cover super-scribed with your reference number, date of submission and the words "**TENDER for Supply, Installation, Configuration, Integration, Testing, Implementation and Commissioning of SAN Switch, due on 23.01.2019, NOT TO BE OPENED BEFORE TIME**".

The cover thus prepared should also indicate clearly the name and address of the Bidder, to enable the Bid to be returned unopened in case it is received after the specified date and time.

The Bid shall be in the prescribed format and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. Relevant certificates / documents should be attached.

All pages of the bid except un-amended printed literature shall be initialed by the person(s) signing the Bid. The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person(s) signing the bid.

The Bids prepared by the Bidders shall thus comprise of following components:

- a. Earnest Money Deposit, Tender Fee and Covering Letter neatly typed on the letterhead of the Bidder and duly signed by the authorized signatory in the proforma given in Section 7.1, and kept in a sealed cover super-scribed "**EARNEST MONEY, TENDER FEE & COVERING LETTER**" as detailed in Section 3.3.1 below.
- b. Technical Bid, as directed below in Section 3.3.2 below and kept in a sealed cover super-scribed "**TECHNICAL BID**".
- c. Commercial Bid, as directed below in Section 3.3.3 below and kept in a sealed cover super-scribed "**COMMERCIAL BID**".
- d. Xerox copy of the technical bid without any cuttings, erasures or modifications, as directed below in Section 3.3.4 and kept in sealed cover super-scribed "**COPY of TECHNICAL BID**".
- e. Xerox copy of the commercial bid without any cuttings, erasures or modifications, as directed below in Section 3.3.5 and kept in sealed cover super-scribed "**COPY of COMMERCIAL BID**".

3.3.1 Earnest Money Deposit:

- i. The Bidder shall furnish, as part of its bid, bid security of an amount equal to Rs.1,00,000/- (Rupees One Lakh Only). The bid security is required to protect the Bank against the risk of Bidder's conduct.
- ii. The bid security shall be denominated in the **INDIAN RUPEES** only and shall be in the form of a Demand Draft issued by an Indian Bank not earlier than the date of issue of this Tender, payable to **The Managing Director, The Kangra Central Cooperative Bank Limited at Dharamshala, H.P.** Any bid not secured in accordance with the above will be rejected as non-responsive.
- iii. Unsuccessful Bidder's bid security will be returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Bank.
- iv. The successful Bidder's bid security will be discharged upon the Bidder signing the contract and furnishing the performance guarantee.
- v. The bid security may be forfeited:
 1. if a Bidder withdraws its bid during the period of bid validity; Or
 2. if a Bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time and / or conceals or suppresses material information; Or

3. in case of the successful Bidder, if the Bidder fails to sign the agreement or to furnish performance guarantee.

3.3.2 Technical Bid:

- i. The Technical Bid should be submitted in a bound form and all pages continuously and serially numbered in one lot as one document. Brochures/leaflets etc. should be submitted in the bound document and not in a loose form. Bidders must ensure that all the documents are sealed and signed by the authorized signatory.
- ii. Technical bid proposal should be as given in Section 7.2 post, neatly typed on the letterhead of the Bidder, duly filled in, signed and complete in all respect. The bids shall inter alia include detailed technical specifications of all the equipment/components in brochure or written form. The Bidders shall enclose certificates from the OEMs for all the goods and services they are intending to offer Service Support to the Bank for 5 years(warranty and AMC).
- iii. The Technical Bid submitted in response to this Tender Document along with the supporting material, will become the property of the Bank.

3.3.3 Commercial Bid:

- i. Bid Rates for the fine-tuned Technical Specifications neatly typed on the letter head of the Bidder, duly filled in, signed and complete as per the Prescribed Quotation Proforma as given in Section 7.4 post. The Bidder shall indicate the Rates, the Terms of Reference which are given in the Technical Specifications.
- ii. The details of Rate Schedule for all the goods and services under all the components of this Tender for which the Bidder is intending to quote, as given in Section 7.4 post. The rates in these schedules shall be applicable in case the quantities of a particular order vary from those mentioned in relevant Technical Specifications. The L1 Bidder shall be arrived at by considering the consolidated rate quoted in the Proforma Commercial Bid as given in Section 7.3 post.

3.3.4 Copy of Technical Bid:

Xerox copy of unmodified Technical Bid (exact replica) but duly signed and sealed.

3.3.5 Copy of Commercial Bid:

Xerox copy of unmodified Commercial Bid (exact replica) but duly signed and sealed.

3.4 COSTS INCURRED WITH TENDERING

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

3.5 AMENDMENT IN TENDER DOCUMENT

3.5.1 At any time upto the last date of receipt of Bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment. All such amendments shall be binding on all the Bidder's.

3.5.2 In order to afford prospective Bidder's reasonable time to take the amendment into account in preparing their Bids, the Bank may, at its discretion, extend the last date for the receipt of Bids.

3.6 LANGUAGE OF BIDS

The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and the Bank, shall be written in the English Language, provided that any printed literature furnished by the

Bidder may be written in another language so long as it is accompanied by an English translation in which case, for purposes of interpretation of the Bid, the English translation shall govern.

3.7 BID CURRENCY

The prices in the bid document shall be expressed in Indian Rupees only.

3.8 VALIDITY

Bids shall remain valid for 90 days from the last date of submission. The Bidders may be required to give consent for the extension of the period of validity of the bid beyond initial 90 days, if so desired by the Bank in writing or by email. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However any extension of validity of bids will not entitle the Bidder to revise / modify the bid. The decision of the Bank in this behalf will be final, conclusive and binding on the Bidder.

3.9 MODIFICATIONS & WITHDRAWAL

The bid submitted may be withdrawn or resubmitted before the expiry of the last date of submission by making a request in writing to the Managing Director of the Bank to this effect. No Bidder shall be allowed to withdraw the bid after the deadline for submission of bids.

3.10 BID EVALUATION PROCESS

3.10.1 Bid evaluation process will be as follows:

- i.** After opening of the technical bids, all the documents and annexure (except commercial documents/offer) will be evaluated first by the Bank. Bank will determine to its satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of Bank will be final in this regard.
- ii.** The determination will take into account bidder's financial, technical and support capabilities, based on an examination of documentary evidence submitted by bidders.
- iii.** Technical Evaluation :-

Bank will examine the bids to determine whether they are complete, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bid documents are generally in order.

Compliance to Bidder's Qualification Criteria stipulated in Section 4 of the Tender.

Review of written reply, if any, submitted in response to the clarification sought by the Bank

Technical skill set available, availability of customer support personnel etc., would be considered.

Only those bidders who satisfy the technical requirements, accept the terms and conditions of this tender document and submit the above certificate shall be short-listed for further evaluation.

iv. Commercial Evaluation:

The commercial bids for only those bidders will be opened who have qualified on the basis of technical evaluation and reviewed to determine whether the commercial bids are substantially responsive. Commercial bids that are not substantially responsive or incomplete in any manner are liable to be disqualified. Evaluation will be done based on prices quoted as mentioned in commercial offer as per Post 7.3.

The bidder offering lowest commercials will be considered as the successful bidder for award of contract. This commercial comparison shall be made based upon the total cost of ownership to the Bank for the entire project period of 5 years.

- v. The Bank is under no obligation to accept the lowest or any other offer received in response to this tender and reserves the right to reject any or all the offers including incomplete offers without assigning any reason whatsoever.

4. BIDDER'S QUALIFICATIONS

4.1 GENERAL

- 4.1.1 The Bidder should be a Registered Company in India.
- 4.1.2 The Bidder should be ISO 9001, ISO 27001, ISO 20000 certified.
- 4.1.3 The Bidder Company should be in existence for minimum five years in India.
- 4.1.4 The Bidder should have a turnover of more than Rs. 20 Crore per annum for last three financial years on the average.
- 4.1.5 The Bidder or the OEM concerned should not have been blacklisted / debarred by the Government of India or their undertakings, any State Governments or their undertakings during the currency of this bid. In such cases the bid will be summarily rejected and no correspondence in this matter shall be replied by the Bank.
- 4.1.6 The bidder/OEM should have undertaken such activities for at least 3 Banks.
- 4.1.7 The bidder should give an undertaking that the hardware and software will be licensed in the name of the Bank.
- 4.1.8 Bidders not complying with above terms and conditions or not providing complete information as described shall not be considered.
- 4.1.9 The Bidder should be either Original Equipment Manufacturer (OEM) of branded SAN Switch or one of their authorized representatives in India. In case of authorized representative, a letter of authorization to this effect from OEM should be furnished. The authorization letter should mention that if authorized representative fails to meet the obligations for items supplied and/or to be supplied under this tender, then OEM would be responsible for all obligations for their items.
- 4.1.10 The bidder should have supplied at least 5 No. of SAN Switches during the last 3 accounting years (2015-16, 2016-17, 2017-18) to Banks/Financial Institutions/Govt. Organization/PSU in India.
- 4.1.11 Bidders, who have not satisfactorily completed any of the earlier contracts with the Bank and/or who have been debarred by the Bank from participating in future tenders, will not be eligible for this tender. Bidder to submit an undertaking in this regard.
- 4.1.12 Bidder should have provided maintenance service of SAN Switch during last 3 years in India.

Documentary evidence in support of all the above eligibility criteria should be furnished with the technical bid.

5. TERMS & CONDITIONS OF THE TENDER

5.1 GENERAL CONDITIONS

- 5.1.1 Minimum validity of the Tender must be 90 days from the date of opening of the Tender.
- 5.1.2 The Bank will neither provide nor shall pay any charges for boarding, lodging and transportation facilities for the Bidder or their Representative.
- 5.1.3 The products / services offered should strictly conform to the specifications in tender. The models proposed / marked for withdrawal from the market or models under quality testing should not be offered.
- 5.1.4 Equipment/services offered should be capable of being fully integrated with the existing system of the Bank.
- 5.1.5 The Bidders are required not to impose their own terms and conditions to the bid.
- 5.1.6 In case the services / products delivered or delivered and installed are not having the equipment and software as specified in the Purchase Order/Agreement, found in the testing by Bank, the Bidder will have to replace the service / product or upgrade it as per specifications in the purchase order. All the expenses in this regard for transportation of equipment or for up-gradation shall be entirely borne by the Bidder.
- 5.1.7 It is implicit that the Bidder has guaranteed that all the equipment supplied are original & new including all its components and as per the technical specifications. All the hardware and software supplied are licensed and legally obtained in the name of the Bank.
- 5.1.8 The Bidder should cooperate with Bank or any other agency which has been entrusted with or involved in the work of providing and managing other components of the CBS project of the Bank.
- 5.1.9 To ensure efficient and effective rollout of the project as well as to ensure smooth operations of the complete system during the entire project life, the prospective Bidders will be required to work in collaboration from the beginning of the project with any agency involved in the implementation of the CBS project.
- 5.1.10 The Bidder shall ensure that the entire IT infrastructure to be provided as part of this tender shall be in conformity with the requirements of applicable ISO standards, applicable provisions of Information Technology Act, 2000, Reserve Bank of India guidelines and other statutory and regulatory authorities.
- 5.1.11 The Bidder shall attend to and put forth the best efforts to rectify any problem to the supplied components irrespective of the holidays
- 5.1.12 The Bidder shall replace free of charge all the hardware components any part thereof in case is not working/found damaged etc during the project period of 5 years. Bidder shall adhere to all IT Governance rules, IT securities polices implemented by the Bank and to be implemented in future.
- 5.1.13 The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of information as per the format given in the offer.
- 5.1.14 This Bill of Material must be attached in Technical Offer as well as Commercial Offer. The format will be identical for both Technical and Commercial Offers, **except that the Technical Offer should not contain any price information.** Technical offers without the Bill of Materials will be liable for rejection. Any change in the Bill of Material format shall make the bid liable for rejection.
- 5.1.15 If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
- 5.1.16 If there is a discrepancy between words and figures, the rate/ amount in words shall prevail.

5.2 PURCHASER'S RIGHT TO ACCEPT / REJECT ANY / ALL BIDS

- 5.2.1 The Bank reserves the right to accept or reject any bid in part/full or annul the bidding process and reject all bids at any time prior to award of contract without assigning any reason, without thereby incurring any liability to the affected Bidder's or any obligation to inform the affected Bidder's of the ground for its action. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder's.

5.2.2 The Bank in its best interest reserves the right to accept or reject any technology / make proposed by the Bidder without assigning any reason thereof.

5.2.3 The Bank reserves the right to re-issue the tender and or any part thereof without assigning any reason whatsoever, at the sole discretion of the Bank. Any decision in this regard shall be final, conclusive and binding on the Bidder's.

5.2.4 The Bank reserves the right to issue Purchase Order in phases or to alter the quantities specified in the offer. The Bank also reserves the right to delete one or more items from the list of items specified in offer. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.

5.3 BID REJECTION CRITERIA

The bid(s) will be rejected in case of any one or more of the following conditions:

- 5.3.1 Bids not substantive and in strict compliance with the proforma given in this document.
- 5.3.2 Bids not made in compliance with the procedure mentioned in this document.
- 5.3.3 Failure on part of the Bidder to provide appropriate information as required in the bid proposal or any additional information as requested by the Bank , including any supporting document.
- 5.3.4 Incomplete or conditional bids or bids that do not fulfill all or any of the conditions as specified in this document.
- 5.3.5 Bids without earnest money deposit.
- 5.3.6 The submission of more than one bid under different names by one Bidder. If the same is found at any stage, all the bids by that Bidder will be rejected.
- 5.3.7 Material inconsistencies in the information submitted.
- 5.3.8 Misrepresentations in the bid proposal or any supporting documentation.
- 5.3.9 Bid proposal received after the last date and time specified in this document.
- 5.3.10 Bids found in unsealed cover, unsigned bids, bids signed by unauthorized person and unsigned corrections in the bids.
- 5.3.11 Bids containing erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person or persons signing the bid.
- 5.3.12 In case the selected Bidder declines to make commercially reasonable efforts to work in collaboration with the agency employed by the Bank for the project management during execution and system maintenance thereafter.

5.4 DELIVERY PERIOD & INSTALLATION

- 5.4.1 The said project shall be completed within six weeks from the date of issue of purchase order. The supply of hardware/software will be FOR at Data Center, Dharamshala and DRC, Bangaluru. The supply shall actually be deemed to have been complete on the actual date of installation / implementation. The support will however be continued for full project period of 5 years.
- 5.4.2 The system software, application software, networking equipment and other hardware supplied under this tender shall be installed at the respective locations at the cost of the supplier. All auxiliary goods and services shall be deemed to be included in this.
- 5.4.3 The bound copies of System Design Documentation (SDD), Users Manuals (systems and operational) are to be handed over to the Bank after its completion at respective stages along with its soft copies (in HTML) on a CD / DVD.

5.5 RESPONSIBILITIES OF THE BIDDER

5.5.1 The Bidder shall supply, the equipment as FOR destination i.e., delivered, installed and supported at respective locations of the Bank.

5.5.2 The Bidder must provide details of the support to be given to the Bank. The Bidder in this respect is responsible for installation, customization, configuration, parameterization, implementation, maintenance, testing, commissioning and support.

5.5.3 The Bidder shall maintain the infrastructure provided by the Bank for the implementation and operation of the project and allied services.

5.6 RESPONSIBILITIES OF THE BANK

5.6.1 The Bank shall provide space to install the equipment and components etc. On day to day basis the officials of the Bank shall help the engineers deputed by the Bidder for the job in their capacity.

5.6.2 The Bank shall provide appropriate environmental conditions, necessary power facilities for the system, access to the premises and a secure equipment storage area.

5.7 SCHEDULE OF PAYMENT

5.7.1 No payment will be made in advance.

5.7.2 90% payment of the cost of items delivered and installed shall be released after successful commissioning and implementation and issuing of successful certification by the Bank for the same.

5.7.3 10% payment of the cost of items delivered and installed shall be released after 3 months from the date of successful commissioning as certified by the Bank.

5.7.4 All costs for services like Support / Maintenance etc. shall be released on half yearly basis upon raising of relevant invoices at the end of the concerned half year subject to deductions of penal charges outstanding, if any, against the bidder. All such payments will be released after the final acceptance certificate has been issued by the Bank. The support will start from the date of successful commissioning of the project.

5.7.5 The Bank at its discretion may terminate AMC contract by giving three months notice with or without assigning any reason.

5.8 EARNEST MONEY

5.8.1 Earnest Money @ Rs. 1,00,000/- (Rupees One Lakhs Only) should be submitted along with the Tender in the form of Demand Draft payable in favour of the Managing Director, The Kangra Central Cooperative Bank Limited at Dharamshala. Tenders without Earnest Money shall be out rightly rejected.

5.9 RATES :The rates quoted for various items shall remain firm till the commissioning of project and shall not be subject to any upward modification whatsoever. The rates quoted for annual service and support will, however, remain firm throughout the period of contract i.e. 5 years.

5.10 PENALTIES:In case of delay in execution of works or delivery of goods & services, penalties at the following rates shall be imposed on the Supplier on the total amount (as per relevant rate schedule) of delayed goods / services.

i 1% upto 1 month to be pro-rated on weekly basis (1 month = 4 weeks)

ii. 2% for delay upto 2 months

iii. 5% per month for subsequent delays

Penalties for non-performance as per the agreed SLA (Draft for the same is attached as Annexure A post)

The decision of the Bank in this regard shall be final, conclusive and binding.

5.11 TAXES AND DUTIES :The Bidder shall be solely responsible for the payment of all taxes including GST, license fees, octroi etc. incurred until completion of the project.

- 5.12 PERFORMANCE GUARANTEE :**The successful Bidder(s) shall furnish a security in the form of bank guarantee @ 10% of the total value of the order to the Bidder, valid for 5 years + 90 days from the date of order, which shall be discharged thereafter.
- 5.13 INSURANCE :**The Bank will not pay for any insurance charges against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery on all risks basis, including war Risks and strike clauses etc. during transit. The insurance shall be the responsibility of the Bidder up to the delivery at site.
- 5.14 INDEMNITY**
- 5.14.1 The Bidder shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the unaltered proprietary products or any part thereof in India or abroad.
- 5.14.2 The Bidder shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible therefore, including all expenses and court and legal fees.
- 5.14.3 The Bank will give notice to the Bidder of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
- 5.14.4 The Bidder shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use of all the software supplied by the Bidder, including-all inventions, designs and marks embodied therein in perpetuity for their own use.
- 5.15 CONFIDENTIALITY**
- 5.15.1 The Bidder shall not, and without the Bank's prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith to any person other than a person employed by the Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.15.2 The Bidder shall not without the Bank's prior written consent, make use of any document or information.
- 5.15.3 Any document other than the contract itself shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Bidder's performance under the contract if so required by the Bank.
- 5.16 LIMITATION OF LIABILITY:**Notwithstanding anything to the contrary contained in the contract, the Bidder's aggregate liability arising out of or in connection with the contract, whether based on contract, tort, statutory warranty or otherwise, be limited to a maximum of 100% of the contract value. The Bidder shall not be liable for any special, indirect, incidental or consequential damages of any kind including but not limited to loss of use, data, profit, income, business, anticipated savings, reputation, and more generally, any loss of an economic or financial nature, whether these may be deemed as consequential or arising directly and naturally from the incident giving rise to the claim.
- 5.17 FORCE MAJEURE DURING THE PENDENCY :**During the pendency of the contract if the performance in whole or part thereof by either party is prevented / delayed by causes arising due to any war, hostilities, civil commotion, act of public enemy, sabotage, fire, floods, explosion, epidemics, non-availability of raw material, and other consumables, or any other causes including breakdown of equipment beyond their reasonable control neither of the two parties shall be made liable for loss or damage due to delay or failure to perform the contract during the pendency of forced conditions provided that the happenings are notified in writing within 7 days from the date of occurrence. The work shall be resumed under the contract as soon as possible after resumption of normalcy.
- 5.18 ARBITRATION :**All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitrator to be appointed by the Managing Director, Kangra Central Cooperative Bank Limited, Dharamshala, H.P. The award of the sole arbitrator shall be final and binding on

both the parties under the provisions of the Arbitration and Conciliation Act, 1966 or by statutory modification/re-enactment thereof for the time being in force. Such arbitration shall be held at Dharamshala.

5.19 **APPLICABLE LAWS & JURISDICTION OF COURTS** :In all matters and disputes arising here under, shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of courts having jurisdiction in Himachal Pradesh.

6. DETAILED TECHNICAL SPECIFICATIONS

6.1 RESPONSIBILITIES OF THE BIDDER: This bidder will Supply, Install, Configure, Integrate, Test and Commission the supplied SAN Switch at Primary Site & DR Site of the Bank. The bidder will also undertake maintenance and support of supplied SAN Switch as per terms and conditions of this tender document and provide appropriate training to the Bank's staff.

S. No.	Specifications	Qty.
1	<p>SAN Switch</p> <p>SAN Switch Non-blocking architecture with minimum of 16 ports and scalable up to 24 ports in a single domain concurrently active at 16 Gbit/sec full duplex. All ports on the supplied FC SAN switch must be licensed and fully populated with fiber Modules. Cables necessary for end to end network connectivity should be quoted.</p> <p>The switch should support auto-sensing 2, 4, 8 and 16 Gbit/sec capabilities.</p> <p>The switch shall support different port types such as D_Port, F_Port, M_Port (Mirror Port), and E_Port; self-discovery based on switch type (U_Port).</p> <p>The switch should be rack mountable.</p> <p>Non disruptive Microcode/ firmware Upgrades and hot code activation.</p> <p>The switch shall provide a minimum Aggregate bandwidth of 384 Gbit/sec: 24 ports × 16 Gbit/sec (data rate) end to end.</p> <p>Port to port latency should be 700 ns or better.</p> <p>The switch must have redundant power supply and fan modules.</p> <p>The Switch should be configured with the Zoning and ISL Licenses.</p> <p>The switch shall be able to support ISL trunk up to 128 Gbit/sec between a pair of switches.</p> <p>Support for Advance zoning and ACL.</p> <p>Support for web based management and should also support CLI.</p> <p>The switch should support Diagnostic Ports (D_Ports).</p> <p>The switch should support Dynamic Fabric Provisioning.</p> <p>The switch should support Access Gateway mode.</p> <p>The switch should support forward error correction feature.</p> <p>The Switch should support one management port for system log file downloads or firmware upgrades, Copper Gigabit Ethernet (RJ-45), serial port (RJ-45) and USB port.</p> <p>Support intelligent diagnostics, protocol decoding, network analysis tools for added reliability and faster problem resolution.</p> <p>Optional support for Adaptive Networking services such as Quality of Service (QoS) to help optimize application performance in consolidated, virtual environments. It should be possible to define high, medium and low priority QoS zones to expedite high priority traffic.</p> <p>One year comprehensive onsite OEM warranty & support (Warranty & AMC).</p>	4 Nos.

6.2 TERMS AND CONDITIONS

- 6.2.1 The Bank will be responsible to provide the space required at the Data Centre at HO Dharamshala.
- 6.2.2 The Bidder shall not sublet / assign to anyone, in whole or in part, its obligations to perform under the contract.
- 6.2.3 Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the tender shall be the governing document for agreement between the Bank and the bidder.
- 6.2.4 The bidder shall ensure that the Software provided by the bidder adheres to the functional requirements of the Reserve Bank of India and other Statutory Bodies.
- 6.2.5 The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:
- i. Delay in delivery/ installation/ implementation beyond the specified period that is agreed in the contract that will be signed with the successful bidder.
 - ii. Serious discrepancy in the quality of service / hardware / software expected during the implementation, roll-out and subsequent maintenance process.
- 6.2.6 The Bank reserves the right to increase / decrease the number of items mentioned in P.O or place order in phased manner.
- 6.2.7 **Service** :The entire hardware equipment including system software will remain under comprehensive service agreement for a period of five years. In addition service support should be made available to the Bank on 24x7x365 basis. The service support includes support for hardware/software as were any other component supplied as part of this tender.
- 6.2.8 **Single Point of Contact** :The Bidder has to provide details of single point of contact viz. designation, address, telephone / mobile number.
- 6.2.9 **Uptime / Access Guarantee** :Bidder will have to guarantee uptime / availability of 99.70% for 365x24x7 calculated on per monthly basis. If Bidder fails to meet the uptime / availability guarantee then the Bidder will have to pay @0.01% per hour of cost of the total purchase value (including hardware, software and services) as damages for the down time.
- 6.2.10 **Preventive Maintenance (PM)** :Bidder has to carryout preventive maintenance on quarterly basis. Preventive Maintenance report has to be submitted to the Bank.
- 6.2.11 The Bidder will have to hand over the system in 100% working condition on the termination or end of the contract. Any defect / breakdown call that has been reported before the termination of the service contract shall have to be corrected by the Bidder before handing over.
- 6.2.12 The Bank may continue the service contract with the existing Bidder for the subsequent years also at the same terms, conditions and SLA. However, Bank reserves the right to make amendments to the terms and conditions of the contract and renegotiate the rate at the time of renewal of the contract.
- 6.2.13 It will not be obligatory for Bank to continue the service agreement if deficiency in service on part of the existing Bidder evaluates to a penal charges of more than 10% of the total value of purchase order. In such case, Performance guarantee will be forfeited.
- 6.2.14 Service engineers of Bidder shall invariably carry their ID cards with them, without which, the said engineer(s) / representative(s) will not be allowed to access the systems at DC/DRC.
- 6.2.15 Service engineers of the Bidder shall have access to the computer systems / peripherals only after obtaining clearance of Bank's authorised officials. No data / log information will be taken out of Bank without clearance from Bank's authorised officials.
- 6.2.16 In the event of replacement of any part of the system, it should be done with a part of equivalent or higher configuration of same brand which is compatible with the system.

- 6.2.17 **Complaint Booking** :Complaint(s) can be booked by any official / officer of the Bank. Breakdown / failure / fault calls will be intimated by the Bank to the Bidder by telephone / fax / email etc. The downtime / breakdown period will be reckoned from the date and time of logging of the complaint by Bank's authorized official.
- 6.2.18 Record of down time for hardware/software etc. whenever they occur will be maintained by the Bank or any other Agency authorized by the Bank for this purpose and will be final, conclusive and binding on the Bidder.
- 6.2.19 Whenever any equipment is taken out of Bank premises for repair then all expenses towards this shall be borne by the Bidder including transportation and insurance etc.
- 6.2.20 Breakdown charges, if any, will be deducted from the service payment for the current half year and the balance, if any, from any future payments due to the Bidder. If necessary, Bank Guarantee(s) may be invoked.
- 6.2.21 The Bidder should not issue press release or public announcements etc. in this regard without prior permission of the Bank.
- 6.2.22 **Training**:The Bidder shall provide training to officials of Bank. The training should cover features of the hardware / software and include hands-on training and exercises. Training will have to be provided at Bank's premises or external sites acceptable to Bank, at Bidder's cost for a period of maximum seven days.

7. BID PROPOSAL PROFORMAE

7.1 BID COVERING LETTER

To

The Managing Director,
The Kangra Central Cooperative Bank Limited,
Dharamshala. H.P.
176 215.

Dear Sir,

SUPPLY, INSTALLATION, CONFIGURATION, INTEGRATION, TESTING, IMPLEMENTATION AND COMMISSIONING OF SAN SWITCH AT DATA CENTER AND DR SITE OF THE BANK.

1 TERMS AND CONDITIONS

- 1.1** I / We, the undersigned tenderer(s), having read and examined in detail the specifications and all bidding documents in respect of this tender do hereby propose to provide goods and services as specified in the bidding document.
- 1.2** I / We, the undersigned tenderer(s) having submitted the qualifying data as required in your tender, do hereby bind ourselves to the conditions of your tender. In case any further information/documentary proof in this regard before evaluation of our bid is required, I/We agree to furnish the same on demand to your satisfaction.

2 RATE AND VALIDITY

- 2.1** All the rates mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the rates and other terms and conditions of this proposal are valid for a period of 90 days from the date of opening of the bid.
- 2.2** I / We do hereby confirm that our bid rates include all taxes/GST etc.
- 2.3** I / We have studied the clauses relating to Indian Income Tax Act and hereby declare that if any Income Tax, surcharge on Income Tax and any other Corporate Tax is altered under the law, I/we shall pay the same.
- 3** I / We declare that all the goods and services shall be performed strictly in accordance with the Technical specification, Time Schedule and other terms of the tender document.
- 4 BID PRICING:**I / We further declare that the rates stated in our proposal are in accordance with your terms and conditions in the bidding document.
- 5 EARNEST MONEY:**I / We have enclosed the earnest money as required under Section 5.8 of the Tender Document. In case of default it is liable to be forfeited in accordance with the provisions of the tender document.
- 6 BANK GUARANTEE:**I / We shall submit a Bank guarantee as required under Section 5.12 of the Tender Document.

7 **DECLARATION:**I / We hereby declare that my/our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of my/our knowledge and belief and nothing has been concealed therefrom.

Thanking you,

Yours faithfully,

(Signatures)

Date: Place:

Name: Designation:

Seal

7.2 PROFORMA TECHNICAL BID

1	Bidder's Proposal Reference No & Date	
2	Bidder's Name and Address	
3	Contact Person Designation Telephone Number Fax Number Email Address GST No.	
4	If the Bidder is not OEM for any particular goods or services, please enclose relevant Authorization Certificates specific to this tender as well as an undertaking from the OEM that they will provide support services for 5 years in case of default by the Bidder.	
5	Please enclose a list of similar installations done by you along with the date of issue of purchase order and date of commissioning.	
6	Please enclose Company Registration Certificate.	
7	Please enclose relevant ISO Certificate.	
8	Please enclose financial accounts (Profit and Loss account and Balance sheet for last three financial years).	
9	Please enclose a list of support Centers containing office address, telephone numbers, contact person etc.	
10	Please enclose an undertaking on the letterhead of the Bidder that they have not been blacklisted / debarred by the Government of India or their undertakings, any State Governments or their undertakings.	
11	Please enclose details with relevant certificates establishing that you have executed atleast <u>five</u> such projects	

(Signatures)

Date: Place:

Name: Designation: Seal

7.3 PROFORMA COMMERCIAL BID

Please bid for all the sections of this tender where the Bidder qualifies and intends to bid.

Please note that this proforma should tally the relevant rate schedules and should reflect the amount to be paid by the bank inclusive of all taxes and duties. In case of any mistake or discrepancy is noted in this proforma and the relevant rate schedule, the Bank reserves its absolute right to reject the bid without assigning any reasons.

S No	Particulars	Total price to be paid including all taxes, duties and any other levies (Criterion for Bid Evaluation) This should tally with the relevant rate schedule and quantities mentioned in the bid document
1	All the activities in chapter 6	

(Signatures)

Date:

Place:

Name:

Designation:

Seal

7.4 QUOTATION PROFORMA(RATE SCHEDULE)

The total of this rate schedule should tally with the amount quoted at Section 7.3

S. No.	Description	Qty.	Price per unit (Rs. excluding all taxes etc.)	Taxes(GST, Octrai etc)	Total Price (Rs.)
1.	SAN Switch with One year warranty	4			
2.	Service & Support for 5 years (Warranty & AMC)	4			

(Signatures)

Date:

Place:

Name:

Designation:

Seal

ANNEXURE A

DRAFT SERVICE LEVEL AGREEMENT

To be executed on non-judicial stamp paper of appropriate value

Be it known to all that (Name of the Bidder), hereinafter referred to as the Service Provider and The Kangra Central Cooperative Bank Ltd, with Head Office at Dharamshala (Himachal Pradesh) hereinafter referred to as the Bank, agree to enter into this mutually binding contract in order to afford best support services to the Bank as per the following terms and conditions.

1. Definitions:

Bank:	The Kangra Central Cooperative Bank Limited, Dharamshala H.P. 176 215.
Vendor:	(Name & Address of the Bidder)
Rollout period:	Period required by the Service Provider for Supply, Installation, Configuration, Integration, Testing, Implementation and Commissioning of Project as per the Terms and Conditions of the Tender Document.
Equipment / System	The equipment / system (Hardware, Software and Services) that is supplied by the Vendor.
Response Time	The interval from receipt of first information from the Bank to the Service Provider's Call Centre (through Toll Free Number to be provided by the service provider), informing them of the malfunction in Equipment to the time the Service Provider's engineer reaches the site.
Repair Time	The interval from the time the Service Provider's Engineer gains access to the Equipment to the time he demonstrates to the staff member of the Bank that the Equipment is in working order.
Down Time	The interval between the time of reporting of failure to the time of completion of repair. Down time is the sum of response time and repair time with the following exclusions: <ul style="list-style-type: none">• Period when the Bank denies access to the Equipment to the Engineer from the Vendor.• Period when the Bank denies access due to the non-availability of authorized Bank staff.• Period when no malfunction is located.• Abnormal delays for service personnel to reach the site on account of road blocks, bandhs etc.
Percentage down time	The aggregate of down time on pro-rated basis of the failure SAN Switch in a month expressed as percentage of the total available time in a month.
Availability (in %)	$\frac{(\text{Total no. of Hours in a month} - \text{Total Outage Hours in a month})}{(\text{Total No of Hours in a month})} \times 100$

2. **Purpose:** The purpose of this Support Service Level Agreement (SLA) is to formalize an arrangement between the Vendor and the Bank to deliver specific support services, at specific levels of support, and at an agreed-upon cost. This document is intended to provide details of the provision of support services to

the Bank. This SLA will evolve over time, with additional knowledge of the client requirements, as well as the introduction of new applications and services into the support portfolio provided to the Bank.

3. **Scope of Agreement:** The following services are provided in response to the transfer of trouble tickets from the customer to the Service Provider in accordance with the Bank's case management process:

Services Automatically Provided Under This Agreement

- a. **Corrective maintenance:** Defined as activities associated with root-cause analysis and bug-fix isolation and resolution:
 - **Root-cause analysis:** Analysis of the root causes of problems. Problems will be reviewed to determine their root causes, measures will be taken to correct the sources of the problems, and reports will be prepared and distributed in a timely fashion.
 - **Bug fixes:** Defined as the emergency repair of any system operation that does not comply with the current signed and approved system specification. This includes system errors, "hung" or halted screens, or unexpected results within the system that render it unusable for the purpose for which it was designed.
- b. **Ticket status updates:** The Supplier will provide direct input into the Bank's problem tickets from its Dharamshala Office, or remotely from other satellite e-Support centers.

Requests for Support Specifically Covered Under This Agreement

- **System/Equipment monitoring:** Every effort will be made to conduct periodic monitoring of production systems to assess strong connectivity.
- **Preventative maintenance:** The support provided to the Bank shall be 24*7*365. Periodically (at least once a quarter) they will physically inspect the systems for potential problems and shall log their visits and shall submit their report in writing to the Bank.
- **Level 1 and Level 2 Support:** Level 1 (help desk) and level 2 (infrastructure support) shall be provided by the Supplier for each system supported, and they shall perform their assigned duties. To the extent possible by the Supplier, their support staff shall assist the Bank's level 2 support team members with diagnosing problems and working in partnership to their resolution, including configuration changes if so needed.
- **Status Reporting:** Monthly status reports will be compiled by the Supplier support specialists and submitted to the Bank for each production system supported. Monthly status reports will be discussed by the Supplier support manager with the Bank management to ensure that the Bank is aware of the support issues and risks faced by the support team.
- **Knowledge Management:** Recording, storing, and retrieval of information to assist in the resolution of problems will be established and maintained. Using this approach, the need for the Bank to transfer problems to the Supplier for level 3 support will be reduced, thus saving money and resources, and increasing satisfaction and quality.

Requests for Support NOT Covered Under This Agreement

This agreement does not cover the following requests. However, the Supplier would be pleased to provide a separate statement of work in proposing services to address any of the following:

- a) **Evaluation of new Hardware:** Evaluation or approval of new software or hardware for use within the Bank. This includes third-party systems, or systems developed by the Bank or any agency employed by them.
- b) **Specific Training:** The Bank will suitably compensate the Supplier if they intend to train their staff in any technologies not covered in this contract.
- c) **Adaptive maintenance:** Defined as activities relating to upgrades or conversions to a system due to new technologies being adopted by the Bank.

d) **Enhancements:** Additional services such as:

- New or added interfaces
- New hardware
- Additional hardware deployments

4. **Changes to the Agreement:**

- Termination of Agreement:** In the event that the Bank wishes to terminate this agreement, a 90-day written notice of intent to terminate must be delivered by the Bank to the Supplier. The Supplier cannot terminate this contract.
- Amendment to Agreement:** Any amendment to this agreement would require the approval of the Bank and the Supplier. The amendment of the agreement would take place through an addendum to this agreement. There will be an opportunity on an yearly basis to make adjustments to this SLA. The Bank and the Supplier should work together to make changes at that time.
- Levels of Effort:** To address problem tickets will be reviewed and adjusted accordingly for all new systems implemented, or decommissioned, during the term of this agreement. All changes will be conducted by the Supplier and the Bank jointly, with an addendum made to this agreement.
- Renewal of Agreement:** This agreement will be renegotiated by the Bank and the Supplier at the end of the term of this contract for the following year if found appropriate by the Bank.

5. **Call Management Process:**

The Bank shall log the problem ticket to the Supplier's problem Ticket Management System through either of the following gateways:

Telephone: +91-

Email:

Website:

Postal Address:

The Supplier shall immediately acknowledge the same. The time of such acknowledgment shall be taken as the time the complaint is lodged.

6. **Term of Agreement:** This agreement shall come into effect upon the date of acceptance of this agreement and ends at the end of 5 years thereafter.

7. **Levels of Support:** There are three levels of support, level 1, 2 and 3. These levels, which are integrated into the Bank's support process, are defined as follows:

- **Level 1:** This is support provided by the appropriate Supplier help desk when it receives the Support Request from the Bank. This represents generalist support. If this level of support cannot resolve the problem, the Support Request is passed to the Supplier's level 2 support, which is the infrastructure support specialists.
- **Level 2:** This is support provided by an infrastructure support or subject matter specialist. This level of support does not perform system reconfiguration etc., if required to resolve the problem. Operational issues will be resolved at this level. If resolution requires system configuration etc., the support request is passed to the Supplier's level 3 support.
- **Level 3:** This is the final expert support including that from the OEM if needed.

8. Service Level Definitions: This agreement binds the Service Provider to meet the following expected levels of support services: The SLA is defined below:

Priority	Description	Resolution Time	Applicable Penalties
1 - Critical	Failure of both SAN Switch at DC/DRC	4 hrs.	Rs. 10,000/-per hour during working hours
2 – High	Failure of one SAN Switch at DC/DRC when other SAN Switch takes over the work of failed SAN Switch	12 hrs.	Rs. 5,000/-per hour during working hours

In case the system switches to Critical Priority from any of the lower priority level, then the allowed resolution time of Critical Priority will be deemed to be included in the allowed time of lower priority and will not be provided separately.

The service level commences from the time the call is acknowledged by the Vendor. The SLA clock will end with the delivery of the solution and restoration of business.

THE SERVICE PROVIDER BY ITS SIGNATURE ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT (INCLUDING THE TERMS AND CONDITIONS, UNDERSTANDS THEM AND AGREES TO ABIDE BY THEM.

SIGNED FOR AND ON BEHALF OF THE SUPPLIER

Authorized Signatory

NAME & TITLE:

Date:

ACCEPTED FOR AND ON BEHALF OF THE BANK

Authorized Signatory

NAME & TITLE:

Date:

Authorized Signatory

NAME & TITLE:

Date: