

Bihar State Milk Co-operative Federation Ltd., Patna

Tender for maintenance work at data center of COMFED for IT and Non-IT Equipment and Network Connectivity & Facility Management Services at COMFED, Head Office, Patna, VP Milk Union, Patna & Hajipur Unit and Cattle Feed plant, Patna

Bihar State Milk Co-operative Federation Ltd.

Dairy Development Complex, PO-B.V.College, Patna-800014

June,2020

बिहार स्टेट मिल्क को-ऑपरेटिव फेडरेशन लि० (कम्फेड), पटना
Bihar State Milk Co-operative Federation Ltd., Patna

Abbreviations in Tender

1. COMFED	BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD
2. VPMU	VAISHAL PATLIPUTRA MILK UNION
3. DC	DATA CENTER
4. IT	INFORMATION TECHNOLOGY
5. SOW	SCOPE OF WORK
6. SLA	SERVICE LEVEL AGREEMENT
7. FMS	FACILITY MANAGEMENT SERVICES
8. WAN	WIDE AREA NETWORK
9. PAC	PRECISION AIR CONDITIONING
10. WLDP	WATER LEVEL DETECTION PROCESS
11. OEM	ORIGINAL EQUIPMENT MANUFACTURER
12. ISP	INTERNET SERVICE PROVIDER
13. DCSP	DATA CENTER SERVICE PROVIDER
14. IMAC	INSTALL, MOVE, ADD, CHANGE
15. NBD	NEXT BUSINESS DAY

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Dairy Development Complex, PO-B.V.College, Patna-800014

NIT No.COMFED:ERP:1041:1959/03.07.20

Date:09.07.2020

Tender for maintenance work at the data center of COMFED for IT and Non-IT Equipment and Network Connectivity & Facility Management Services at COMFED, Head Office, Patna, VP Milk Union, Patna & Hajipur Unit and Cattle Feed plant, Patna.

Bihar State Milk Cooperative Federation Ltd. (COMFED), Patna invites tenders from the reputed Firm/Company for onsite Maintenance services at the data center of COMFED for IT and Non-IT Equipment, Network Connectivity, etc. as detailed in the tender documents.

Interested bidder may visit our website at www.sudha.coop for obtaining further detailed terms and conditions in respect of the required services and may submit tender documents latest by 3.30 PM on _10TH August 2020.

The undersigned reserves the right to modify and or cancel the notice and reject any or all the offers without assigning any reason thereof.

Managing Director

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Offer to Bidders and NIT Schedule

Sub: Tender for maintenance work at the data center of COMFED for IT and Non-IT Equipment and Network Connectivity & Facility Management Services at COMFED, Head Office, Patna, VP Milk Union, Patna & Hajipur Unit and Cattle Feed plant, Patna on 24x7 basis for three years

Dear Sir/Madam,

Offers are invited by COMFED in **TWO BID** system for the subject cited work to provide end to end services as per the Scope of Work (SOW), Terms and Conditions, Service Level Agreements (SLA's) which are detailed in the RFQ.

- I. **BIDS IN TWO PARTS**: The bidder should submit the offer in two parts in sealed envelopes clearly mentioning "Technical Bid for Data Centre AMC Due Date" and "Financial Bid for Data Centre". Both these envelopes shall be kept in a third envelope clearly mentioning "BID for AMC of Data Centre Due Date.....".
 - a) **Part-I is TECHNICAL BID**
The offers with price bid / having pricing aspects in technical bid (PART-I) will not be considered for evaluation and will be rejected.
 - b) **Part-II is PRICE BID and shall contain only price bid as per the format given in this document.**

NIT Schedule

Activities	Timelines
NIT Publication	09.07.2020
Submission of Pre-bid queries by interested bidders	14.07.2020 to 17.07.2020
Pre-Bid Meeting at Patna Office	20.07.2020
Uploading of Corrigendum (if any)	27.07.2020
Submission of Bids by the bidders by 3.30 p.m.	10.08.2020
Opening of Technical Bid at 04.30 p.m.	10.08.2020
Opening of Financial Bid at 04.30 p.m.	To be communicated seperately

For any clarification, the contact and communication points are:-

Mr. Saurabh Tripathi, Mobile - #94731 99921

Mr. S P Sinha, Mobile - #9471006169

Mr. RK Mishra, Mobile - #9473199907

E-mail: comfed.patna.erp@gmail.com

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Information to bidders (ITB)

1. The interested bidders are expected to go through all instructions, forms, Contract conditions, Scope of Work, Timelines and other details as contained in this RFP document carefully and shall also physically verify the existing Hardware and Software status, locations, drawings, technical specifications, schedules and other instructions. Failure to do so will be at the Bidder's own risk and responsibility and will not give right to modify or withdraw a Proposal after submission.
2. The bidder has to assess the tender work **at their own cost** and no cost shall be borne by COMFED in this respect at any stage.
3. The RFP received after the scheduled date and time, will be rejected. The proposals received after the scheduled date and time, shall be returned to the bidder as it is basis.
4. The bidder is to note the change, in terms & conditions if any made on the basis of pre-bid meeting and bidders are advised to check our website www.sudha.coop on regular basis for such update. COMFED shall not be responsible for separate communication of any such update except on posting the details on website.
5. A Proposal shall remain valid for acceptance for a period of at least 120 days from the closing date indicated in the RFP, until or unless otherwise stated.
6. The issuance of RFP, whether public or not, is not to be considered a commitment or assurance of COMFED for award a Contract. Any such proposal submitted by the bidder will be regarded only as an offer made by the Bidder and it will be not be an acceptance an offer made by the COMFED.
7. All Proposals and any communications with the Bidders will be kept strictly confidential by the COMFED before, during and after the award. Unopened Proposals will be returned to the Bidder and no copy will be retained by the COMFED. All RFP documentation shall be treated as proprietary documents of COMFED and no part thereof, or any information contained therein may not be published, used or copied without the prior written consent of the COMFED.
8. The Bidders shall not at any time in the course of the RFP / bid process, be it before or after the award of the Contract, grant or promise any direct or indirect benefit, whether of financial or other nature, to any official, agent, servant or employee of, or any person otherwise engaged by COMFED. Any such effort will lead to disqualification.
9. A bidder must ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does give rise to an actual, potential or perceived conflict of interest between the interests of the COMFED and the Bidder's interests during the tender process. Conflict of interest means having an interest (whether

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personal, financial or otherwise), which interferes or may be perceived as interfering with the ability of the Bidder to submit a fair and objective Proposal.

10. To assist in the examination, evaluation and comparison of Proposals received, COMFED may at its own discretion ask the Bidder for clarification about the content of the Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or accepted.
11. The Errors in the Proposal like arithmetical errors that are discovered during the examination of a Proposal will be corrected by COMFED. If the correction will affect the Total Price, the Bidder will be informed of such correction. If there is a discrepancy between words and figures the amount in words will prevail. If the Bidder does not accept the correction of arithmetical errors, its Proposal will be rejected.
12. The evaluation of a Proposal will be conducted on the basis of all the information provided in the RFP Proposal in Technical Part submitted in response to the Solicitation requirements, including possible clarifications requested by COMFED in accordance with documents submitted.
13. The bidder is requested to submit the RFP along with a forwarding a letter addressed to Managing Director, Bihar State Milk Co-operative Federation Ltd, Dairy Development Complex, Po- BV College, Patna- 800 014 and should reach to us latest by 3.30 P.M on & before the scheduled date.
14. COMFED reserves the right to independently verify such information. Each Proposal from a Bidder will be considered separately and independently. Bidders shall submit a complete proposal for this solicitation. Award of a previous Contract with COMFED will not be considered in itself as a preference or guarantee for the award of future solicitations on the same subject.
15. The bidder shall have to enter into an agreement with COMFED within 15 days of issuance of assignment of order if issued.
16. COMFED reserves the right to cancel the RFP at any stage of the procurement process prior to final notice of award of a Contract.
17. Estimated value of contract is Rs.44.32 lakh and EMD will be Rs.88650.00.

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Section- "A"-Brief about COMFED

Bihar State Co-operative Federation Ltd (COMFED), a State Level Co-operative Federation is established by the Govt. of Bihar in 1983 and later on it became a deemed Multi State Cooperative Society due to bifurcation of erstwhile State of Bihar and creation of State of Jharkhand in the year 2000.

COMFED's area of operation is Bihar & Jharkhand and currently has eight district level affiliated milk unions as well as six dairy plants/ marketing units & one Cattle Feed Plant at Ranchi, the details of which are as below:-

(a) Milk Unions

- (i) Vaishal Patliputra Milk Union, Patna – The union has head quarter at Patna and is popularly known as Patna Dairy Project and has dairy plant, ice cream plant and cattle feed plant at Patna and dairy plant and powder plant at Hajipur.
- (ii) Desh-Ratna Dr. Rajendra Prasad Milk Union, Barauni- The union has Head Quarter Office at Barauni and is popularly known as Barauni Dairy. The union has a big dairy plant at Barauni including product plant and a dairy plant in Khagaria. One cattle feed plant is coming up at Maeshkhut.
- (iii) Mithila Milk Union, Samastipur- The Union has office at Samastipur Industrial Area and has dairy, product and powder plants at Samastipur and dairy plant at Darbhanga.
- (iv) Tirhut Milk Union, Muzaffarpur: - This union is popularly known as Muzaffarpur Dairy and the head office is at Muzaffarpur. The union has dairy plant, product plant, powder plant and cattle feed plant at Muzaffarpur and a dairy plant in East Champaran. A new plant is under construction at Sitamarhi.
- (v) Shahabad Milk Union, Ara: This union popularly known as Ara Dairy and has head office at Ara. The union has dairy plant at Ara, Rohtas and Kaimur. A new dairy cum powder plant is coming up at Dehri-on-sone and one cattle feed plant is coming up at Bihiya, District Bhojpur.
- (vi) Vikramshila Milk Union, Bhagalpur: The unit is popularly known as Bhagalpur Dairy and has dairy plant at Bhagalpur and Jamui.
- (vii) Magadh Milk Union, Gaya : This union is popularly known as Gaya Dairy and has dairy plant at Gaya, head office at Gaya. Union is expanding its operations and a new plant at Gaya itself is planned.
- (viii) Kosi Milk Union, Supaul. This union is comparatively a new milk union, has plant and office at Supaul.

(b) Marketing Dairies/ Cattle Feed Plant owned and managed by COMFED

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- (i) Jamshedpur Dairy, Jamshedpur.
- (ii) Ranchi Dairy, Ranchi
- (iii) Bokaro Dairy, Bokaro
- (iv) Cattle Feed plant, Ranchi
- (v) Kosi Dairy Project, Purnea
- (vi) Biharsharif Dairy Project, Nalanda is centralized ultra-modern dairy plant
- (vii) PMC Patna, Delhi and Guwahati are exclusive marketing offices of COMFED.

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Section-"B"-Brief about status of IT and network infrastructure in COMFED

(i) IT infrastructures

- a. COMFED had established a Tier –II level Data Centre having IBM Servers, storage, PAC (EMERSON), CCTV, Fire Management System, DG set, UPS etc. installed at COMFED Head Office, Patna.
- b. COMFED had also established required networking infrastructure having HP routers, Switches, Wi-Fi LAN and OFC based intra building network connectivity at HQ, PDP Phulwari sharif, Cattle feeder plant and Hajipur dairy.
- c. Currently One internet link of 10-Mbps is being used at COMFED HQ and One onsite engineer manages the network infrastructure.
- d. COMFED has engaged an outside firm for implementation of SAP based ERP at HQ and two other units in Patna and Hajipur.

(ii) Locations covered under the scope of the RFP:-

1. Head Office of COMFED

Bihar State Milk Co-operative Federation Ltd (COMFED)
Dairy Development Complex,
PO- BV College, Patna- 800 014
E-mail- comfed.patna@gmail.com
Web: www.sudha.coop
Phone- 0612-2227451/22232953/2234317

2. Plant & office of Vaishal Patliputra Milk Union, Patna :-

- a) Feeder Balancing Dairy, Patna (i.e. Patna Dairy Project, Patna)
- b) Cattle Feed Plant, Patna at Jagdeo path
- c) Hajipur Dairy, Hajipur Industrial Area, Hajipur

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(iii) Basic Objective of RFP:-

The intent of this RFP is to onboard suitable vendor/vendors under a different category as per schedules listed below and who can take up the management, Operations and FMS of entire DC – IT & Non-IT equipment, Network, Inter-office WAN and provide FMS services to the IT infrastructure for three years in COMFED, Head Office and VPMU's dairy plant & cattle feed plant at Patna and Hajipur.

The various categories which bidder will be covering in the tender are as below: -

A. CATEGORY – I

Maintenance of IT equipment like IBM servers, Network equipment, Storage, Magnetic tape storage, etc. as per Annexure- 8

B. CATEGORY – II

Maintenance of existing Non-IT equipment like PAC, UPS, DG Set, etc. as per Annexure 9

C. CATEGORY – III

Providing WAN connectivity between COMFED, Head Office, VPMU's dairy plant & Cattle Feed plant at Patna and Hajipur Dairy and onsite FMS services as per Annexure-10 for three years.

(iv) Bidder's Eligibility

The bidder should be a reputed and registered limited company/private limited company/LLP. **Consortium bidding** is not allowed.

(v) The Minimum requirement for all Categories:-

- a) The Bidder should be registered in India since last at least five years under the relevant Act.
- b) The bidder should have ISO 9001 or equivalent / higher certification.
- c) The bidder should have authorization from OEMs/ISP/Existing Systems under Category-I and for UPS covered under Category-II. The repair and maintenance of PAC and DG Set shall only be carried out by company's authorized service personnel.
- d) The bidder should have a minimum turnover of INR 90.00 lakh in last three financial years.
- e) The bidder should have positive net worth and should be a profitable company for Last three financial years.
- f) The bidder should not have been blacklisted or debarred from any Govt./PSU Organization during last three financial years as on date of bid submission.

The interested bidder(s) may participate in the pre-bid meeting. An intimation to this effect to this office will be welcome.

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(vii) Bidder's requirement for Technical bid

- (a) The bidder is required to bid in all categories. Bidding for only a part of category or only specific category(ies) is not permitted.
- (b) Bidder will have to submit EMD of total Rs.88,650/- (Rupees Eighty Eight Thousand Six Hundred Fifty only) in the form of demand draft in favor of Bihar State Milk Co-operative Federation Ltd payable at Patna, which shall form part of technical bid form.
- (c) The bidder is required to understand and assess the current state of IT and Non-IT setup installed at above sites on his own cost after pre-intimation and necessary permission from MD, COMFED on all working days before submission of the bid.
- (d) The bidder is required to submit their PAN, GST Number and duly signed photo copies of these documents as mentioned in the RFP.
- (e) The bidder is required to submit the manpower details as specified in Format-5.
- (f) The bidder is required to submit the financial strength of the organization as specified in Format-2.
- (g) The bidder may submit the additional information in Format- 3.
- (h) The bidder is required to submit a declaration in Format- 6 that "bidder is not blacklisted by any cooperative/ govt and private clients during the last three years.
- (i) Before undertaking the maintenance of work, successful bidder should take entire system from the existing vendor, for the purpose of maintenance.

(viii) Technical Evaluation:-

- (a) Committee shall evaluate the bids of all bidders in light of the credentials shared in their bids.
- (b) In case committee feels that any other document/ information is required to verify other documents already submitted, specific details may be asked from bidder(s).
- (c) All those bidders who qualify the technical evaluation criteria shall be eligible for their financial bid opening.

(ix) Financial Responses:-

The bidder is required to quote their financial value for various categories in **Format- 7** for the next three years in the format provided. For commercial proposal, the total financial quote including taxes shall be considered for financial evaluation and the lowest financial quote shall be considered as the selected bidder. The MPLS charges (all together) may not be considered for evaluation, if it is deferred.

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(x) **THE TENDER DATA SHEET**

Overview of the tender	Operations, Management, Maintenance ,Support and Services of (existing IT Infrastructure -Servers, software, hardware and networking and NON-IT Infrastructure -Electrical, Air-conditioning, Security Systems, Fire Control Systems & related components) of COMFED Data Centre on 24*7 basis for a period of three years.
Key aspects of the Project	Maintenance of the entire Data Centre Infrastructure of IT and NON IT & related components for a period of three years on 24*7 support
Validity of the Proposal	120 days from the closing date of tender enquiry
Mode of Tendering	Open tender
Location of the Data Centre	COMFED Head Office Patna 800014

(xi) SCOPE OF WORK

1. Maintenance of IT & Non-IT Infrastructure

- a. The details of the maintenance are mentioned below. Associated Electrical & Mechanical works including but not limited to internal electrical works, lighting and other services etc. are also part of the scope of work.
- b. The infrastructure components to be maintained are divided into two support categories. Support Category I components to be managed by DCSP and supported by OEM on 24*7 basis through back to back
- c. Agreement by DCSP. For these components, the DCSP has to buy the adequate level of support from the OEM(s) so that technical support can be provided by it. Rectification/spares are provisioned latest by NBD (Next Business Day).
- d. The Support Category II components can be supported by DCSP even without buying support from OEM (except for UPS for which support shall be bought) but it shall be provided 24*7 basis.
- e. The DCSP has to provide support / subscription for the items as per Asset details. The Operating system and application level support for servers is not part of this scope.

• **Infrastructure Maintenance**

- a) The entire cost for repair, replacement, management shall be borne by DCSP.
- b) Component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) to match the Service

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Level Agreement (SLA). In case the selected DCSP fails to meet these standards, penalty shall be imposed on DCSP, as specified in the SLA.

c) The selected DCSP shall also maintain log/ records of all maintenance activities for the COMFED Data Centre equipment /components and shall maintain a logbook on-site that may be inspected by COMFED at any time during contract period.

d) In case FM200 gas is used/consumed/leaked or finished by any reason, the DCSP has to refill it. The charges for this shall be borne by the DCSP.

2. Data Centre Operation Management

The details of the services to be rendered as part of operations and management are mentioned under section 2.1 to 2.6 below. This also includes arrangement of diesel for generator and availability of internet leased lines to maintain the required SLA. The charges towards these services will be paid as per the terms of the contract.

2.1 Data Centre Operation, System / Network Administration Services –

The objective of this service is to undertake operation, troubleshooting, system & Network Administration, reporting, documentation, security services etc of all the IT/Non-IT Systems and Servers indicated as a part of this RFP and shall include the following:

- a) 24x365 monitoring and management of the IT/Non-IT assets, including Internet leased lines in the Data Centre.
- b) To apply updates, upgrades and patches to ensure that the systems are properly updated.
- c) Regular analysis of events and logs generated in all the sub-systems including but not limited to servers, operating systems, security devices etc. to identify vulnerabilities. Adoption of policies and procedure, compliances, guideline or standard as defined by COMFED. The Data centre Operator shall maintain complete configuration including reconfiguration at no cost (on demand) (in hardcopy & softcopy) details of the following items installed under Data Centre
 - Switches
 - Router
 - Firewall
 - Authentications System
 - Any other equipment, hardware/software in Data center
- d) DCSP shall define change management procedures and also ensure that no unwarranted changes are carried out in the entire network or its constituents. Any changes shall be incorporated with prior approval of COMFED.
- e) DCSP shall do proper version management of these configurations as they are bound to change from time to time.
- f) These configurations shall not be accessible in general and must be kept confidential.
- g) Ensuring that the network is available 24x7x365 as per the prescribed SLAs.
- h) Attending to and resolving network failures and issues.

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- i) Support and maintain the overall network infrastructure including but not limited to LAN passive components, routers, switches etc.
- j) Installation and Re-installation of the network devices in the event of crash/ failures.
- k) Tuning of various parameters to optimize performance and to ensure industry standard QoS with customization is being delivered.

2.2 Backup / Restore Services

- a) Backup of storage as per COMFED defined policies. Monitoring and enhancing the performance of scheduled backups, schedule regular testing of backups and ensuring adherence to related retention policies as defined by COMFED.
- b) Prompt execution of on-demand backups of volumes and files whenever required or in case of upgrades and configuration changes to the system.
- c) Real-time monitoring, log maintenance and reporting of backup status on a regular basis.
- d) Media management tasks, including, but not limited to, tagging, cross referencing, storing, logging, testing and safe keeping.
- e) 24x7x365 support for file and volume restoration requests at the Data Centre.

2.3 Asset Management Services

- a) The DCSP shall be required to create database of all the equipments/ software Installed under data center from time to time. The details of all assets like hardware, software, peripherals, manuals, media and other related peripherals, etc., shall be maintained by recording information like make, model, configuration details, serial numbers, licensing agreements, warranty, place of installation etc.
- b) Record installation and removal of any equipment from the Datacenter network and inform COMFED even if it is temporary.
- c) Create Software details with information such as Licenses, Version Numbers and Registration Details.

2.4 Security Administration Services

- a) Addressing the ongoing needs of security management including, but not limited to monitoring of various devices / tools such as firewall, content filtering and blocking, virus protection and vulnerability protection through implementation of proper patches and rules.
- b) All the system logs should be properly stored & archived for future analysis and forensics whenever desired. DCSP should comply with the IT security policy of COMFED.

2.5 MIS Reports :

The DCSP shall provide the MIS reports for all the devices installed in the Data Centre in a prescribed format as mutually agreed with the COMFED on a periodic basis. Whenever required by COMFED, the DCSP should provide additional reports in the

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required format or as per COMFED requirement from time to time. The following are the minimum Quarterly MIS reports/ documents that shall be submitted by the DCSP, while claiming the payment for the work done

- a) IMAC (Install, Move, Add, Change) Report.
- b) Asset Report.
- c) Exception report on SLA not met, and calculation of non-performance deduction.
- d) Report on planned Preventive Maintenance schedules.
- e) Network Availability and Utilization Report.
- f) Server Availability & Usage reports etc.
- g) Patch release update report(s).

Additionally the DCSP to provide Daily report on Health of the Data Centre telephonically/mail.

2.6 Operation and maintenance of Non-IT infrastructure

- a. Ensure availability of the COMFED Data Centre Infrastructure including but not limited to Power, Cooling, CCTV, Access Control, Fire detection and suppression systems, Rodent Repellent systems, Water level Detection Systems and other components included as part of physical Infrastructure related services. Visit to COMFED Data center can be facilitated on request, if required.
- b. Material inward/ outward control as per policies set by the COMFED Security Policies.
- c. Issuing access control to COMFED team as per approval from COMFED Corporate Office.
- d. Reporting incidents and submission of Reports (through Mail/Phone) to COMFED Corporate team. Vendor Co-ordination for various Infrastructure components of the Data Centre.
- e. CCTV footage is to be kept to meet legal, regulatory, IT polices compliance requirements. The record retention period shall be as per COMFED IT policies

2.6.1 Power Availability

The DCSP should ensure high availability for power on 24x7x365 basis. The UPS system should assure the Data Centre equipment with continuous power at a solution uptime of 99.75% and with redundancy available up to the load end. The diesel generator sets (DG sets) should take the load in the absence of power supply.

2.6.2 Temperature Requirements

The environment inside the COMFED Data Center needs to be continuously maintained at 20 ± 2 degree centigrade. It is advised that the temperature and humidity be controlled at desired levels.

2.6.3 Precision Air Conditioning

PAC provides sensible cooling capacities at design ambient temperature & humidity with adequate airflow. The PAC should be effectively monitored.

2.6.4 Comfort Air conditioning

AC's should be regularly monitored for water leakage, cooling etc,

2.6.5 CCTV System

There is a CCTV System covering the entire Data Center internally. The Critical area of the Data Centre along with the Non Critical area needs to be under constant video surveillance. The primary objective of a CCTV system is to ensure effective surveillance of the area and also create a record for post event analysis. The CCTV system provides an on-line display of video images on monitor. The entire setup should be monitored from the control room on 24x7 basis.

2.6.6 Water Level Detection System

The water level detector is to detect any seepage of water into the critical area and take appropriate action for such incidents.

2.6.7 Rodent Repellent System

The entry of Rodents and other unwanted pests shall be controlled using non-chemical, non-toxic devices as an emergency measure when the rodent repellent system is not effective.

2.6.8 Fire Detection and Alarm System

Fire can have disastrous consequences and affect operations of a Data Centre. The early detection of fire and employing means for automatic suppression of the fire is important for effective functioning of a Data Centre.

2.6.9 Gas based Fire Suppression System

Currently there are 3 fully filled cylinders available at the data center. DCSP would be responsible for refilling the gas, in case the fire suppression system has to be activated for suppressing fire and the defined time period required to refill the gas is 2-3 weeks. DCSP would be responsible for any accidental damage caused during refilling / testing of the equipment.

2.6.10 POL Management Service

Manage and monitor Diesel level requirements at its full capacity of the DG Set. Prevent the contamination of diesel by diesel bug or any other microorganisms. Diesel is consumable item, which shall be charged on actual basis. While bringing diesel into COMFED premises the bills needs to be endorsed by the security personnel of COMFED. Payment shall be made only after the submission of bills, duly endorsed by COMFED security.

The DCSP shall be responsible for Diesel (POL) Management for the entire contract period. The DCSP shall ensure that diesel shall be there in the DG sets all the time for at least running 8 hrs of DG sets in case of power failure apart from a separate stock for 16 hours consumption. DCSP has to maintain a register for monitoring and reimbursement of the cost of diesel consumption.

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3 Data Centre Service Management

3.1 Internet leased line Service at Data Center :

- a) At present, one dedicated internet leased line is available at the Data Center. The DCSP shall be responsible for the procurement/renewal of this dedicated internet leased line. Apart from this line, service provider has to give rates rates for MPLS line also.
- b) If in future, COMFED at its discretion intends to enhance or upgrade the existing bandwidth, DCSP shall facilitate the same in co-ordination with the ISPs. In this case, the charges of the upgraded bandwidth shall also be payable at actuals. The change over to the up gradation/ procurement of bandwidth must be seamless, without affecting the performance of the systems or any downtime to the running services.
- c) DCSP would be able to provide monthly reports of bandwidth utilization and other various reports.
- d) Liaison, operation/ maintenance (O&M) and vendor management for these leased lines shall be done by DCSP for the entire Operations and Maintenance period (Presently the Internet Service providers are Sify Technologies Ltd).

3.2 Vendor Management Services :

- a) The DCSP shall coordinate with all the vendors for upkeep of equipment deployed in the Data centre to meet the SLA and shall liaison with various vendors/ OEMS/ Suppliers/ Contractors for related works, equipment & Services.
- b) The DCSP shall also maintain authenticated and verified database of the various vendors and service providers for Data Center, including authenticated details of deputed persons like contact person, with complete address, telephone & mobile numbers, email, escalation matrix, response time and resolution time commitments etc.
- c) The DCSP shall, if required, escalate and log calls with different vendors/ OEM's and internet service providers and coordinate with them to get the problems resolved

3.3 Battery Replacement

The UPS systems have batteries. In case these batteries require replacement, the same will be intimated in writing by the bidder to COMFED in writing. Other equipment of data centre having battery and needing replacement shall be informed in writing to COMFED.

3.4 Documentation

- a) All Documents to be submitted / maintained by the DCSP shall be in accordance with the policies defined by COMFED.
- b) The DCSP shall agree to a comprehensive SLA (Service Level Agreement). All the documents mentioned in the SLA need to be furnished as per the periodicity indicated in the SLA.
- c) The DCSP shall also maintain the current Standard Operating procedure documents for all the components /sub-components being maintained as part of Physical Infrastructure services. In case of any change in SOP, the same need to be incorporated and intimated.

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d) The DCSP shall submit the SLA compliance reports wherever applicable.

4. Renewal of Software Subscriptions

DCSP is required to keep the software subscription, renewed till the end of the contract period. The vendor is also required to submit the proof that the software subscription is valid for at least next 3 months along with quarterly bill.

Section-“C”-General terms & conditions

1.0 Duration of Engagement:

The total period of engagement for all categories shall be three years

2.0 Payment Terms

All payments will be done on quarterly basis after submission of invoices in duplicate after completion of quarter period and after deducting penalties as applicable.

3.0 Performance Guarantee

The performance guarantee @10% of Individual value as quoted is to be deposited in the form of bank guarantee valid for one year, within one month of the receipt of work order/ LOI. The PBG shall be renewed at the end of each year on the proportionate value of the contract for the left over period.

4.0 Earnest Money Deposit (EMD)

Bidders will have to submit EMD of total Rs.88,650/- (Rupees Eighty eight Thousand Six Hundered Fifty only) in the form of demand draft in favor of Bihar State Milk Co-operative Federation Ltd. payable at Patna, which shall form part of technical bid form.

The EMD of successful Bidder shall be adjusted with the security money and the EMD of unsuccessful bidder shall be refunded within 15 days of finalization of tender. No interest is payable on such EMD amount.

5.0 Agreement:-

The bidder is required to enter into agreement with COMFED for completion of above scopes within 30 days of issuance of work order/ LOI.

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6.0 Foreclosure

- a) For any reason whatsoever, if COMFED intends, not to carry out work within the scope of this tender/order, COMFED shall forward a written notice of foreclosure to the bidder advising the bidder to stop all activities for implementation of this order forthwith.
- b) The bidder shall not be entitled to any compensation and/or damage for such foreclosure. However, all Costs incurred by bidder, as on the date of issuance of the notice of foreclosure and as would be reasonably determined on the basis of documents submitted by the bidder, shall be paid after adjusting any amount paid to or lying with the bidder.
- c) Bidder shall be responsible for any loss of data or loss of life due to bidder's representatives. Bidder should take full responsibility for all actions of its representatives.

7.0 Proprietary Information/ Rights

COMFED acknowledges and agrees that all rights in and to any information, material, invention and discovery of any kind, including any and all works in any medium whatsoever that refer to, relate to, incorporate, include, analyze or utilize such information, material, invention and discovery, or any improvements or modifications thereto and derivations there from (together "Proprietary Information"), developed by the bidder and used for the purposes of rendering the Services or Developing the Deliverable shall be owned solely and exclusively by COMFED. COMFED agrees and acknowledges that it shall not be entitled to use the Proprietary Information of the bidder.

8.0 Operational Guarantees

The bidder shall give Operational guarantees covered in the contract; this includes guaranteed uptime standard, system response time etc as specified in performance criteria and scope of work. As system response time and other operational parameters are also dependent upon the hardware and network infrastructure deployed, the implementer is expected to advise COMFED for changes in system, and other related equipment/ services.

9.0 Conflict of Interest:

Where there is any indication that a conflict of interest exists or may arise, it shall be the responsibility of the Bidder to inform COMFED, detailing the conflict in writing as an attachment to this Bid.

COMFED will be the final arbiter in cases of potential conflicts of interest. Failure to notify COMFED of any potential conflict of interest will invalidate any verbal or written agreement.

10.0 Confidentiality

"Confidential Information" means any and all information that is or has been received by the Bidder ("Receiving Party") from the COMFED ("Disclosing Party") and that:

(a) relates to the Disclosing Party; and

(b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or

(c) is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

(d) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions, techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof.

(e) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.

(f) Nothing contained in this clause shall limit bidder from providing similar services to any third parties or reusing the skills, know, how and experience gained by the employees in providing the services contemplated under this clause, provided further that the bidder shall at no point use the COMFED's confidential information or Intellectual property.

(g) The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential. all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party: Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the

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purposes of maintaining and supporting the Software provided as a part of Core Banking Project.

(h) Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;

(i) Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party;

(j) Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in all respects; and

(k) Upon discovery of any unauthorised disclosure or suspected unauthorised disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.

The restrictions in the preceding clause shall not apply to:

Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognised stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

11.0 Termination:

In case the bidder fails to fulfil the Contractual obligation within stipulated time frame without any valid reason/to the satisfaction of COMFED, COMFED reserves the right to terminate the contract by giving *30 days'* notice provided the failure is not cured within such *30 days'* notice period. Upon receipt of such notice, the COMFED will terminate all tasks in an orderly manner, as soon as practical or in accordance with a schedule agreed to by the parties. In the event of termination, COMFED agrees to pay for services and deliverable items provided, furnished, developed or otherwise prepared through the termination of all tasks. Such deliverable items will be delivered to Purchaser, if such delivery is reasonably possible and they have not yet delivered.

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12.0 Maintenance terms :-

- 1) The bidder should submit the OEM's Authorization for Annual Maintenance Contract
- 2) The AMC shall include the supply of parts, cost of service engineers or wages and incidental expenses required for repair, replacement and support of items or equipment.
- 3) The bidder warrants that spare parts supplied under the contract are new, unused and as per specification of OEM.
- 4) COMFED shall notify promptly to bidder in writing/email of any claims arising under the AMC. Upon receipt of such notice, the bidder shall, with all responsible, repairs or replace the defective parts thereof, without prejudice to any other right which COMFED may have against the vendor under the contract.
- 5) If the bidder, having been notified, fails to remedy the defect(s) within a reasonable period, COMFED may proceed to take such remedial action and *penalties as applicable*, at the bidder risk and expense and without prejudice any other rights which COMFED may have against the vendor under contract.
- 6) The bidder shall ensure the comprehensive onsite support on 24X7 basis for all equipments from the OEM for respective component. All concerned shall have understanding of service level agreements between COMFED and Bidder and an undertaking from all OEM will be required confirming the comprehensive support arrangement.
- 7) The bidder shall furnish the details of back up engineering and system support that will available to COMFED.
- 8) Repair and maintenance of all systems/equipment covered under the contract including all labor, replacement of parts, modules, sub-modules, assemblies, sub-assemblies, spare, etc. to make the all systems operational. This will include all kind of breakdown maintenance. The breakdown could be for any reason, whatsoever.
- 9) In case the bidder is not able to repair the original equipment, The bidder shall supply the new equipment of same make, model & specification or substitute of same make, or of higher specification, Failure of doing so will attract deduction as per service level clause.
- 10) Corrective maintenance has to be carried out by the tenderer as and when required. Maximum time allowed between faults reported and fault attended/repared for all faults together for particular equipment shall not increase more than that as mention under the clause for resolution time.
- 11) The bidder shall carry out preventive maintenance on a quarterly basis for each of the equipment covered under this contract and maintain the data sheet for all equipment which will contain the configuration of each system and dates of preventive /breakdown maintenance carried out by the Tenderer.
- 12) The bidder shall submit or maintain record of completed service report, along with signature from authorized official of COMFED and VPMU ensuring satisfactory completion of job.
- 13) Bidder should provide escalation matrix to manage and track the AMC hardware to achieve SLA.
- 14) Bidder should provide reports on maintenance works as and when required.

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- 15) If renewal of License of Firewall or any firmware is required for the support of different products, and is not covered under this tender, the same shall be notified by the bidder in writing to COMFED with complete details including reason and tentative cost for further action.
- 16) Bidder shall have to provide 24x7 days highest level of OEM support for the device including on-site support.
- 17) Bidder shall depute one resident engineer for maintenance work at site **shift wise** to minimize the risk of breakdown. Engineer is responsible for maintaining a record book depicting about preventive maintenance of all the equipment and ensure that all the machines are in working condition.

13.0 SERVICE LEVEL AGREEMENT.

Service coverage for all the equipments (including Hardware and Software) under AMC period shall round the clock all days of the years.

1. Purpose of this Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the DCSP to COMFED for the duration of this contract. The benefits of this SLA are to -

- Trigger a process when a KPI (Key Performance Indicator) drops below an agreed upon threshold, or target.
- Makes explicit the expectations for performance.
- Helps COMFED control the levels and performance of DCSP.

The DCSP and COMFED shall maintain a monthly meeting to monitor and review the performance of the services being provided by the DCSP and the effectiveness of this SLA .This Service Level Agreement is between the DCSP and COMFED.

2. Definition

For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:

"Availability" shall mean the time for which the services and facilities offered by the DCSP are available for conducting operations from the equipment hosted in the Data Centre.

"Downtime" is the time the services and facilities are not available to COMFED and excludes the scheduled outages planned in advance for the Data Centre.

"Incident" refers to any event / abnormalities in the functioning of the Data Centre Equipment /Services that may lead to disruption in normal operations of the Data Centre services.

"Event of default " refers to an event of not meeting the SLA requirement

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by DCSP in which case the DCSP has to provide an explanation to COMFED.

3. Service Level Agreements & Targets

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The DCSP shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the DCSP shall be reviewed by COMFED that shall

- a) Regularly check performance of the DCSP against this SLA over the review period and consider any key issues of the past period's performance statistics including major incidents, service trends, etc.,
- b) Discuss escalated problems, new issues and matters still outstanding for resolution.
- c) Review of statistics related to rectification of outstanding faults and agreed changes.

COMFED may initiate an interim review to check the performance and the obligations of the DCSP. The measurements and targets level shall be used to track and report performance on a regular basis and these targets are applicable for the entire duration of the contract.

4. SLA review Process

- a) COMFED may raise an issue by documenting the business or technical problem, which requires being resolved within a stipulated timeframe.
- b) A meeting or conference call will be conducted to resolve the issue in a timely manner.
- c) The DCSP shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The DCSP will then communicate the resolution to COMFED Team.

5. Periodic Facility Audit

COMFED would conduct periodic audits to check for the compliance of the Data Centre Facility with all the technical specifications as outlined in Scope of Work. The DCSP should also comply with all COMFED Policies, IT Security Policies Standards and other rules & regulations as notified from time to time. Any non-compliance to the specifications would qualify the DCSP for a penalty. For every instance of non-compliance (even if it is repetitive in nature) there would be a penalty of 1% of Quarterly bill in addition to penalty as per SLA..

Though COMFED would conduct audits periodically, surprise checks can be conducted anytime and for any number of times. Any non-compliance observed

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during the surprise checks would also qualify the DCSP for a penalty. The penalty would be levied on an additive basis and the accumulated total would be deducted from the payment due to the DCSP in the month in which surprise checks were conducted.

6. Maintenance schedule for IT & Non IT components of COMFED Data Centre

To be provided by successful bidder before award of contract.

7. Penalties

As per SLA.

Note : Term 'Quarterly Bill' in below tables at Sl. no.4.1, 4.2, 4.3 ,4.4 & 4.5 refers to recurring bill raised against Services only, i.e. Maintenance of IT/Non-IT Infrastructure & DC Operations and Service Management only. This 'Quarterly Bill' does not include other cost such as; Software renewal cost, Replacement of batteries , Leased Line charges and Diesel charges for DG set etc.

8. Periodic Facility Audit and Penalties for Breach

Manpower Availability

Attendance details of all Manpower should be maintained and in case of any absence from duty the same should be informed to COMFED Team and appropriate competent Personnel should be provided as a substitute. Attendance sheet containing time shall be attached as evidence.

Penalty: The DCSP will be required to submit attendance of these resources with quarterly report and any shortfall on each man-hour will be deducted @ Rs.250/hour in the bill on quarterly basis.

9. Compliance & Reporting Procedures & Penalties for Breach

S.no	Items	Target	Deviation from target	Penalties in case of breach of SLA
1	Submission, monthly MIS Reports, All services/ Components and submit to COMFED. The system generated auto reports shall be annexed.	Report for the previous Month shall be submitted by the 5th of the next Month	Delay beyond date of submission	The 0.1% of the Quarterly for every day's delay an incremental Basis.

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2	Incident Reporting	Any failure/ incident in any part of the Data Centre infrastructure of its facilities shall be communicated to COMFED's team for record basis.	Delay beyond hour	0.11% of the Quarterly Bill for every hour's delay on an incremental basis.
3	Reporting of Incident Logs	100% incident log to be submitted to COMFED Team that comprises exceptional & normal reportable activities by 5 th of every Month for the previous Month.	Delay beyond the date of submission	0.1%of the Quarterly Bill for Every day's delay on an incremental Basis.

a) Criticality of Services:

Bidder shall attend the jobs according to following mentioned criticality level in Hardware AMC Services within specified time frame i.e. Resolution Time. The critically level 1 is highest priority.

Criticality Level	Particulars	Priority
Level 1	A problem that affects all the large number of user	Highest
Level-2	A Problem that affects individual users and affects the system and software support.	Moderate
Level 3	A Problem that does not affect the system/ software operations and not covered under Level 1 or 2	Basic

b) Classification of critical Level

Component affected	Level 1	Level 2	Level 3
Server, Storage and Power supply, Network, PAC equipments	Server Hardware, storage, Power supply(DG set/UPS) or PAC issues (any or all the systems not functional)	Response of Hardware or any equipment is slow	Preventive maintenance
Software	Corruption of software	Performance tuning	New policy installation, server upgrades, bug fixes, Patch installation.

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c) Response Time and Resolution Time :

Response time is the time taken by the bidder to attend maintenance call after the logging of the call. Resolution time is the total time taken by the bidder between registering the complaint and rectifying the fault. This time includes time taken to reach the site, diagnose, repair/ replace the faulty component/module/device. bidder shall ensure that the faulty device, server, peripheral, component are repaired /brought back to the service within specified resolution time., failing which the deduction clause will be applicable as per service level clause below.

d) Service Level :

The hardware uptime will be 99.9% on monthly basis for each server and storage. Bidder must agree to liquidity damages in case the committed monthly uptime of 99.9 is not met. The liquidated damages will be calculated as follows:-

Liquidated damage	Amount to be deducted from AMC bill
99.9% or more	Nil
98% to 99.89%	2% of Monthly bill
96% to 97.99 %	5% of Monthly bill
Less than 96%	10% of monthly bill plus 1% for each % of downtime

e) Resolution Time Requirement :

Response Time			Resolution Time		
Critical Levels			Critical Levels		
1	2	3	1	2	3
1 hour	2 hours	3 hours	2 hours	8 hours	24 hours

14.0 Technical Terms and conditions:

- DCSP shall be completely responsible for the execution of the project as a single point solution provider and the sole prime contractor for the entire project.
- DCSP should have the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to fulfill the Scope of Work stipulated in the Tender and this Contract
- DCSP shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the COMFED indemnified in relation there to.
- Execution of the Services and the Scope of work herein are and shall be in accordance and in compliance with all applicable laws
- Minimum resource requirements have been mentioned in the RFP. The DCSP is required to ensure that the SLA mentioned in the RFP are met.
- DCSP may carry out thorough study of existing systems so that the SLAs defined are met.
- If any services, functions or responsibilities not specifically described in this Contract are an inherent, necessary or customary part of the Services are required for proper

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- performance or provision of the Services in accordance with this Contract, they shall be deemed to be included within the scope of the work.
8. COMFED reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of Work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work.
 9. The DCSP would be required to maintain and manage the COMFED Data Centre facilities. It will be the DCSPs responsibility to ensure compliance to the requirements of the COMFED Data center and continued operation of the Data Centre in accordance with and in strict adherence to the terms of this Bid, the Tender and this Contract.
 10. The DCSP shall ensure that his team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The DCSP shall ensure that the Services are performed in accordance with the terms hereof and to the satisfaction of COMFED. Nothing in this Contract relieves the DCSP from its liabilities or obligations under this Contract to provide the -Services in accordance with the COMFED 's directions and requirements and as stated in this Contract and the Bid to the extent accepted the DCSP shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.
 11. The DCSP undertaking of this Contract shall be deemed to mean that the DCSP possesses the knowledge of all Data Centre related requirements as stipulated in the RFP Document including but not limited to environmental, demographic and physical conditions and all criteria required to provide O&M services to Data Centre.
 12. The DCSP shall be deemed to have understood the requirements and have satisfied himself with the data contained in the Bidding Documents, the quantities and nature of the works and materials necessary for the completion of the works, etc. and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if DCSP detects any obstructions affecting the work, the DCSP shall take all measures to overcome them.
 13. The DCSP shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs/charges in connection thereof.
 14. The DCSP shall provide and deploy manpower to COMFED Data Centre for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage/supervise the work in a proper and timely manner.
 15. DCSP to ensure that the deployed resource should have the Police verification Certificate and should submit the same, as per COMFED Security procedure within the stipulated time. Full Cost of Certification to be borne by the DCSP.
 16. The DCSP shall maintain backup personnel and shall promptly provide replacement of every person removed with an equally competent substitute with the prior approval of COMFED .
 17. In case of change in its team composition owing to attrition the DCSP shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer

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and handover/takeover of documents and other relevant materials between the outgoing and the new member. The exiting team member should be replaced with an equally competent substitute

18. The DCSP and their personnel/representative shall not alter / change / replace any hardware component proprietary to COMFED and/or under warranty or AMC of third party without prior consent of COMFED.
19. The DCSP and their personnel/representative shall not, without consent of COMFED, install any hardware or software not purchased / owned by COMFED.
20. COMFED reserves the right to inspect by itself or through a Third Party agency and monitor/assess the progress / performance/ maintenance of the COMFED Data centre components at any time during the course of the Contract, after providing due notice to the DCSP. COMFED may demand any document, data, material or any other information which it may require to enable it to assess the progress of the O&M services.
21. The DCSP shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by COMFED Data Centre premises without prior written permission from COMFED.
22. The DCSP shall not take away or remove in whatever manner any information on any media like but not limited to Digital Drives, CDs, DVDs, external Hard disks email etc from COMFED Data Centre without the specific written permission of COMFED. DCSP, if required, shall take specific permission for each such event.
23. The DCSP shall adhere to the Information Security policy developed by COMFED.
24. Due to data security reasons, the HDD which have gone faulty during the contract period cannot be returned to the bidder,(it will be the property of COMFED .
25. COMFED by notice to the Bidder, may object to any representative or person employed by the Bidder in the execution of the contract who, in reasonable opinion of COMFED, may have behaved inappropriately, be incompetent, or be negligent. The Bidder shall remove such person from work on the contract and promptly appoint a replacement person of equal or better qualification and experience, subject to written approval of COMFED.
26. DCSP should not overwrite the tapes as the tapes need to be retained for a period of 5 years.

15.0 Completion of Contract:

Unless otherwise terminated under the provisions of any relevant clause of the document, contract shall be deemed to have been completed after issuance of completion certificate from COMFED stating that there is no demand & deliverable outstanding against the party and they have satisfactorily discharged all liabilities under the contract.

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16.0 Responsibilities of Bidder

Bidder's responsibility essentially covers the following :

- *Overall responsibility for Performance Measurement and Service Level Agreement (SLA)*
- *Act as a primary interface to COMFED for all matters that can affect the baseline schedule and cost of the project.*
- *Maintain regular communications with COMFED.*
- *Provide strategic and tactical recommendations in relation to technology related issues.*
- *Identify and resolve problems and issues together with COMFED.*

17.0 Install, Move, Add, Change Services (IMAC) Services for category III

This service provides for the scheduling and performance of install, moves, add and change activities for hardware, network and software. Definitions of these components are as follows :

- Install** – Installation of modems, routers, firewalls and other related equipments, which form part of existing data center and network.*
- Move** – Movement of servers, modems, routers, firewalls and other related equipments which form part of the existing data center and network.*
- Add** – Installation of additional hardware or software on servers, modems, router, firewalls and other related equipments, which form part of the existing data center and network. Bidder should install equipment / hardware / OS which shall be procured by COMFED during the course of contract period. Bidder should do configuration of network & security equipments to accommodate these equipments/hardware.*
- Change** – Upgrade to or modification of servers, modems, router, firewalls and other related equipment, which form part of existing data center and network.*

Requests for IMAC shall be prepared by Bidder depending on customer / system requirements and shall be approved by COMFED. COMFED shall formulate guidelines for IMAC & communicate it to bidder. All procurement of hardware or software shall be done by COMFED. The bidder needs to act as the point of contact for IMAC requests and status, and also act as the interface for coordinating and scheduling all IMACs.

Any of the IMACs should not be done without the prior permission of the COMFED. Bidder would undergo legal actions in case of any loss/theft/error to the property during the period of contract.

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18.0 COMMERCIAL TERMS AND CONDITIONS

1. Earnest Money Deposit (EMD):

Bidders are required to submit an Earnest Money Deposit (EMD) for an amount of Rs. 150,000/- (Rupees One Lakh Fifty Thousand only) in the form of Bank Guarantee/ DD/Wire transfer in favour of Bihar State Milk Co-operative Federation Ltd. payable at Patna.

- 1) In case of BG, the same is to be submitted in the form of irrevocable Bank Guarantee from a Nationalized/Scheduled Bank in the format specified at Appendix - IV of this RFQ document.
- 2) DD to be obtained in favour of : "Bihar State Milk Co-operative Federation Ltd." payable at Patna. EMD should be valid for 28 days beyond validity of bid.
- 3) EMD submitted in any other form will not be accepted.
- 4) In case, EMD is not submitted for the requisite amount or EMD is not submitted as per the specified format or original EMD is not received on or before due date of tender, offer will be considered as unresponsive and the same will summarily be rejected.
- 5) EMD will not carry any interest for the period it is retained with COMFED. EMD shall be forfeited if the bidder withdraws or amends or impairs or derogates from the tender within validity.
- 6) Bidders exempted from the submission of EMD as per Govt. of India directives must submit certified copy of GOI's authority for such exemption in lieu of EMD.
- 7) EMD of unsuccessful bidder will be refunded in various stages of disqualification i.e. tender open stage, technical evaluation stage and identification of successful vendor stage
- 8) EMD furnished by the successful bidder will be appropriated against Security Deposit.

2. Security Deposit: Security Deposit (SD):

1.1. The successful vender will have to submit a Security Deposit (SD) for a value of 5% of the contract value either in the form of Demand Draft drawn in favour of COMFED payable at Patna or by a Bank Guarantee from a Nationalized/Scheduled Bank (BG format for SD is enclosed at Appendix - V of this RFQ document) within 15 days of signing of contract safeguarding satisfactory performance of the contract.

1.2. SD should be valid up to 60 days after the completion of contract period or last supply, whichever is later.

1.3. In case any claims or any other contract obligations are outstanding, the vendor should extend the SD as asked by COMFED till such time the vendor settles all claims and completes all contractual obligations.

1.4. No claim will be entertained against COMFED either in respect of interest, if any, due on the security deposit or depreciation in value.

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1.5. In case the contract is not executed to the entire satisfaction of COMFED, the security deposit shall be forfeited, besides initiation of risk purchase action.

1.6. Loading factor of 5% shall be considered in Price Comparative Statement for bidders who have not agreed for submission of Security Deposit.

1.7. Bank Guarantee should be sent to COMFED directly by issuing bank of successful bidder through registered post and not by the vendor himself.

3. Price:

- a) The price quoted should be inclusive of all taxes and duties as applicable and should be in accordance to the scope of work.
- b) Bidder should indicate Price aspects i.e. Rate/Charge and applicable taxes only in the Price Bid. Payment will be as per the payment terms and no other charges will be applicable. COMFED shall not accept any hidden/additional cost or surprises after receiving the quotation.
- c) Details and breakup of taxes etc considered should be indicated separately. The same will be paid as per the prevailing rates applicable at the time of payment

4. Placement of Order & Payment Terms

Order will be placed for 3 years as per the scope of work & SLA Contract

I. Payment Term:

(i) Payment for Maintenance of IT /Non- IT Infrastructure and Data Centre Operation & Service Management : (Quarterly Basis)

100% payment will be made on quarterly basis after submission of reports duly coordinated by Corporate Team as per Scope of Work and SLA and deduction of Penalty, if applicable.

(ii) Payment for Internet Lease Line: (Quarterly Basis)

100% amount towards Internet Lease Line will be reimbursed on quarterly basis against production of Original invoice raised by Internet Service Provider.

(iii) Payment for Renewal of Software Subscription: (Quarterly Basis)

100% of the amount quoted against renewal of software subscription will be paid after the renewal and production of invoice.

(iv) Payment for Diesel Charges for DG set : (Quarterly Basis)

100% amount towards Diesel Charges will be reimbursed on quarterly basis against production of Original bill along with Gate Entry/security stamp duly certified by Corporate Office IT representative.

II. Invoices shall be submitted in triplicate along with all the reports as per scope of work. Payment shall be made within 15 days of submission of the undisputed invoice and

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certification of invoices/bills by Corporate Office AMISO/other official designated. If any shortcomings are identified and communicated by COMFED, the bidder shall re-submit the invoices after corrections. Income Tax deductions will be made at source as per prevailing rules. The penalty will be calculated before the payment is made and deductions as such applicable will be done as per SLA

19.0 Arbitration

- a. In the event of breach of contract or any dispute in the interpretation of the terms and conditions of this agreement or difference of opinion between the party or any point in this agreement arising out of or in connection with the agreement or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes or differences of opinion amicably by mutual negotiation .
- b. In case no agreement is reached, either party may forthwith give to other , a notice in writing of the existence of such question , dispute or difference of opinion and same shall be referred to the adjudication of two arbitrator one to be nominated by the Comfed and other to be nominated by the bidder and both the arbitrator shall appoint a presiding arbitrator and he award passed by the arbitration tribunal shall be final and binding on the parties .
- c. The provisions of the Arbitration and Conciliation Act of 1996 and the rules there under or any statutory modification or re-enactment thereof for the time being in force shall be governed during the proceeding.
- d. The venue of such arbitration shall be Patna.

20.0 Jurisdiction

The contract shall be deemed to have been wholly made in Patna and all claims there under are payable in Patna and it is the distinct condition of the contract that no suit or action for the purpose of enforcing any claim in respect of the contract shall be instituted in any Court other than that situated in Patna, State-Bihar, India.

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SECTION-"D"- FORMATS FOR SUBMISSION:

On Letter Head of Bidder	
<p>To, The Managing Director Bihar State Milk Co-operative Federation Ltd., Dairy Development Complex, Patna - 80000</p> <p>Sub: Submission of Tender Documents for various category of IT FMS and networking services for a period of three years</p> <p>Dear</p> <p>In response to the NIT (RFP) published on ----- for the above purpose, we would like to express interest to carry out the above proposed task. We hereby attach the following documents along with the Technical Bid:-</p> <ol style="list-style-type: none">1. Original Demand Draft for Cost of tender (Please specify DD Number/Bank)2. Original Demand Draft for EMD (Please specify DD Number/ Bank)3. Duly filled up formats of Annexure-8 , Annexure 9 and Annexure 104. Firm's Details (in Format-1)5. Financial strength of the organization (in Format-2)6. Additional information (in Format-3)7. Experience in related fields (in Format-4)8. Manpower Strength (in Format-5)9. Non- Blacklist declaration(in Format – 6)10. Financial Bid (in Format – 7) <p>Signature of the applicant</p> <p>Date:- [Full name of applicant &Stamp]</p> <p>Note: This is to be furnished on the letter head of the organization.</p>	

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Format-1

Organizational Details	
1. Name of Organization	
2. Main areas of business	
3. Type of Organization Firm/ Company/ partnership firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932	
4. Whether the firm has been black listed by any Central Govt./ State Govt./PSU/Govt. Bodies / Autonomous? If yes, details thereof.	
5. Address of registered office with telephone no. & Email ID.	
6. Address of corporate office	
7. Address of branch office in Bihar	
8. Contact Person with telephone no. & e-mail ID	

Enclose:-

1. Copy of Certificate of Incorporation.
2. Copy of Article of Association in respect of 3above.
3. Undertaking in respect of above.

Signature of the applicant

Full name of applicant

Stamp Date

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Format-2

Financial Strength of the bidder							
1.							
S.No.	Financial Year	Whether profitable? Yes/No	Annual Net Profit (in Lakhs of Rs.)	Overall Annual Turnover (in Lakhs)	Annual Turnover		Average Annual Turnover from only Consultancy Services rendered in india [Average of two consecutive financial years 2016-17 2017-18
					from only Software Dev.work Rendered in India	In Lakhs of	
1.	2016-17						
2.	2017-18						
Note: Please enclose the balance sheet if possible							

Signature of the
applicant

Full name of applicant

Stamp & Date

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Format-3

Additional Information		
1. List all enclosures related to the previous sections.		
S.No.	Description	No. of pages
2. Additional information to support the eligibility as per Section7(Not more than 2 pages).		
Signature of the applicant		
Full name of applicant		
Stamp & Date		

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FORMAT - 4

Experience in Related Fields				
Overview of the past experience of the Organization in all aspects related to work.				
S.No.	Item	Number of Assignments during last 5	Order Value of each assignment Lakhs of Rs. (Enclose copy of each order)	Mention of Client/ Organization (Enclosed completion certificates)
1.	Experience of assignments of similar Proj			
1.1	Experience in carrying out similar assignments in Government			
1.2	Experience in carrying out similar assignments in Public sector.			
<p>Decision of Evaluating Committee in ascertaining "similar nature" and "similar assignment" will be final</p> <p style="text-align: right;">Signature of applicant</p> <p style="text-align: right;">Full name of applicant</p> <p style="text-align: right;">Stamp & Date</p>				

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FORMAT - 5

Manpower Strength of the bidder						
1. No. of Total Manpower as on date :-						
2. No. of Qualified Service Engineers :-						
3. List of three experts on your payroll						
S.No	Name	Designation	Qualification	Relevant Experience		
1.						
2.						
3.						
Signature of the applicant						
Full name of applicant						
Stamp & Date						

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FORMAT - 6

Declaration	
<p>We hereby confirm that we are interested in competing for the IT Facility management and Networking services under various categories of the RFP as per the scope of work awarded by COMFED in terms of the tender notice no---- dated.....</p>	
<p>Further, it is declared that our firm namely "....." Having registered office at..... and Branch Office at....., have not been blacklisted by any Co-operative/ Govt/ Private Client during the last 3 years</p>	
<p>All the information provided herewith is genuine and accurate.</p>	
Authorized Person's Signature.	Name and Designation:
Date of Signature:	
Stamp	
Note: The declaration is to be furnished on the letter head of the organization.	

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Format-7- Financial Bid

(To be kept in separate envelope and marked as "Financial Quotes for IT FMS and Network Connectivity services for a period of three years")

We have read the terms and conditions of the tender documents and understood the role, responsibilities and scope of work and hereby submit the commercial quotes subject to outcome of technical qualifications :-

Particulars	Basic Amount	Taxes/GST	Total Amount for Three Years
CATEGORY-I -Total Cost of maintenance for three years for the items listed at Annexure-8	Rs.		
CATEGORY-II - Total Cost of maintenance for three years for the items listed at Annexure-9	Rs.		
CATEGORY-III - Total Cost of maintenance for the items listed at Annexure-10	Rs.		
Total -(A)- (i to iii)	Rs.		

Amount in Words

For the purpose of financial responses, the value of FMS and Network connectivity Cost plus Annual Support Cost shall be considered for calculation of lowest bid.

Seal and Signature of Authorized Official of the bidder

Date:

Full Name

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Check List:-

LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH THE RFP:

The bidder must submit: -

- 1) RFP document duly signed on each page.
- 2) Signed copy of information relating to their infrastructure, financial capability & turnover etc.
- 3) Signed copy of PAN Card.
- 4) Signed copy of GST Registration Certificate.
- 5) Testimonials/Self Certifications in respect of all the mandatory requirements.
- 6) Proof of Turnover (Signed copy of PL & BS) for last three years.
- 7) A list of important customers in last three years
- 8) Technical literatures and original specifications sheets of each item offered.
- 9) Proof of Authorized of OEM/FMS and Network connectivity partner.
- 10) Proof of ISO 9001 or equivalent / higher certification.
- 11) Signed copy of power of Attorney, if any.
- 12) Signed copy of registration of the company, if any.
- 13) All other Schedules & Annexure provided in RFP document for submission.

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Annexure-8							
A. CATEGORY – I IT Equipments							
Name of Bidder							
	Item Description	S.N	Qty	Unit Rate	Applicable Taxes (18% GST)	Total Amt with Taxes (one Year)	Total Amt for Three Years (Incl. Taxes)
1.	IBM (Power 730) SAP Servers	0672B9R(FC5802) 0672C2R(FC5802)	2				
2.	IBM Servers- Mail, Infrastructure & Management (X3550-M3)	06KNPB7 06KNPB6 06KNPB5	3				
3.	IBM SAN Storage along with Total Disks No. -32	78N2WR4 (600GB x 24) 78N2N75(1TB x 4 & 600GB x 4)	2				
4.	IBM Tape Library along with Tapes IBM 3576-E9U,3576-L5B	1322595 1383376	1				
5.	Backup Software Trivoli IBM	In Management software	1	Not to be quoted			
6.	IBM HMC 7042-CR7 X3550 M4	069DBDC	1				
7.	Cisco SAN Switch Mod.-MDS9148-32P-K9	JAF1645036Z JAF1622 4VBX	2				
8.	KVM Switch Make-AREN CL1000M	Z8C57049C290067 Z8C57049C2W0011	2				
9.	Firewall equipments a) Fortigate 300D b) Forti Analyzer • License Paid upto 22.05.2021 for (a) and (b)	FGT3HD3915804327 FI200d3a150000548	1				
10.	Copper switch(cisco) Catalyst (3750X)		1				

Contd...

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Category I :Network Equipment with location

Networking Equipments(Location Wise)								
Sl. No.	Item Description	Particular	Description	Lacation				Total
				COMFED DC	VPMU	CFP PATNA	HAJIPUR DAIRY	
1	Networkng Hardware	DC Core Switch	HPN 7506	1				1
		Server Farm/DMZ Switch	HPN 5500-24-4SFP-HI	2				2
		Access Switch	HPN 1920-24G-PoE+(180W)	11	10	2	2	25
		Core Router	HP MSR 4060 WITH SPU 100	2				2
		Branch Router	HPN MSR 3044		1	1	1	3
		L3 Switch	HPN 5500-24-4SFP-HI		1	1	1	3
		Network Management System with required server, OS and database	1. HP Nmi+iSPLs 2.HP Service Management(SM)	1				1
2	Wi-Fi Hardware	Wi-Fi Controller	HP 850	1				1
		Controller based Wi-Fi AP 802.11n	HP 425	35				35

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3	LAN Passive	LAN (OFC, UTP, rack and other required accessories considering cummulatively minimum 200 nodes) for Passive Networking (in LumpSum) at four sites	LAN PASSIVE NETWORKING AT FOUR SITES	1	1	1	1	4
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Summary of Network Equipments

Sl No.	Item	Qty	Unit Rate	Applicable Taxes (GST)	Total
1	DC Core Switch	1			
	Server Farm/DMZ Switch	2			
	Access Switch	25			
	Core Router	2			
	Branch Router	3			
	L3 Switch	3			
	Network Management System with required server, OS and database	1			
	Wi-Fi Controller	1			
	Controller based Wi-Fi AP 802.11n	35			
	LAN (OFC, UTP, rack and other required accessories considering cummulatively minimum 200 nodes) for Passive Networking (in LumpSum) at four sites	4			
	Total Amount (A)(In Nos.)				
	Total Amount (A) (In words)				

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Annexure-9

B. CATEGORY – II Non IT Equipments

1	Diesel Generating set Make Kirloskar BLISS 63.5 KVA	ZKR3A0063AR03B001	1				
2	UPS 20 KVA make-Emersion Model – CL1000M No- of batteries-64 (42Ah)	Z8C57049C290067 Z8C57049C2W0011	2				
3	Precision Air Conditioner (PAC) make-Emersion	13074PEX0120D102 13074PEX01120D101	2				
4	Rodent Repellant Varna make Suraksha MX	VX2293	1		Not to be quoted		
5	Surge control device Emersion –Powersure 25 KA		4				
6	Fire suppression system Make- GST	LPL277Y25-2-Q	1				
7	Fire Detection (Alarm) system Make-GST	10100640	1				
8	Access Control system Make HID	10103109	1				
9	CCTV system Make- Hikevision - DVR - Dome Camera -4 Nos - LG 24"LCD 1 No	82120CKH0001A	1				
Total (in figures)							
Total (in words)							

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Annexure-10							
C. CATEGORY – III				WAN/MPLS and FMS services			
Name of Bidder							
Sl. No .	Item Description	Particular	Qty .	Unit Rate	Applicable Taxes (GST)	Total Amount with Taxes (one Year)	Total Amount for Three Years (Incl. Taxes)
1	Internet & WAN	One Time Installation Charges for WAN and Internet Connectivity at all sites (in lumpsum)	4				
		ARC for 10 Mbps MPLS Backhaul Bandwidth at Comfed Patna for three years	1				
		ARC for 6 Mbps MPLS Bandwidth on RF at 2 sites of VPMU(Hajipur and Fulwarisarif) for three years	2				
		ARC for 2 Mbps MPLS Bandwidth on RF at cattlefeeded unit at Jagdeopath, patna for three years which may be extended further on requirement.	1				
		ARC for 50 Mbps Internet Bandwidth at Comfed Patna for three years	1				
6	Manpower	Project Coordinator at COMFED for three years	1				
		Manpower at each site of VPMU for three years.	3				
		Total					
In Words: - Rupees							