

HLL/CHO/IT/DC/CAMC/2019-20

Dated 12th February 2019

Amendment No:1

Dear Sir/Madam,

Sub: <u>Comprehensive Annual Maintenance Contract (CAMC) for Servers, Network</u> <u>Switches and Tape Library</u>.

Ref: Our IFB No: HLL/CHO/IT/DC/CAMC/2019-20 dated 5th February 2019

With respect to the above subject and reference, Clause No: 15, 16 & 22 of the Terms and Conditions of the IFB are amended as given below;

15. Security Deposit and Penalty for Downtime

- 15.1 The successful bidder shall furnish Security Deposit equivalent to 20% of the total value of work order in the form of Performance Bank guarantee (PBG), issued by a Nationalized /Scheduled Bank valid up to entire CAMC period within 10 days of the award of the Work Order. The PBG shall be released after successful completion of CAMC.
- 15.2 Down time will be calculated from the time of breakdown till the system becomes functional or standby is provided. In case the contractor fails to meet the uptime mentioned in the tender, penalty will be calculated 2% of the contract value of the respective item for each 0.1% drop in the assured uptime or part thereof would be imposed subject to a maximum of 1 % drop in the assured uptime. Appropriate penalty charges shall be deducted from the Performance Bank Guarantee (PBG).

16. Terms of Payment

- 16.1. The CAMC charges will be paid in advance against submission of three copies of invoices with GST details and Bank Guarantee taken from any Nationalized/Scheduled Bank for equivalent amount of the work order value and valid for the entire CAMC period.
- 16.2. The Bank Guarantee shall be released after successful completion of CAMC. However the purchaser has the right to invoke the Bank Guarantee in the case of breach of contract.

22. Termination Of Contract

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default prior to one month, sent to the contractor, terminate this contract in whole or in part;

a) If the contractor fails to deliver service within the time period(s) and downtime exceeds the permissible limit specified in the contract by the purchaser

or

b) If the contractor fails to perform any other obligation(s) under the Contract.

The Bank Guarantee will also be invoked as per the discretion of the purchaser.

Please note that the last date of submission of bids is also extended as follows;

SI.No	Events	Amended Dates
1	Last date for submission of Bids	19.02.2019 15.00 Hrs.
2	Opening of Bids	19.02.2019 15:30 Hrs.

All other terms and conditions of the IFB will remain same.

Thanking you,

Yours faithfully,

P. Sivakumar Deputy General Manager (Hardware)