



HLL Lifecare Limited
(A Government of India Enterprise)

Corporate and Registered Office,
HLL Bhavan, Poojappura,
Thiruvananthapuram– 695 012
Kerala, India.

Phone: 0471 – 2354949,2775612

CIN: U25193KL1966GOI002621

Website: www.lifecarehll.com

Invitation for Bids

**Comprehensive Annual Maintenance Contract (CAMC) for Servers, Network
Switches and Tape Library.**

Date	:	01.02.2023
IFB No.	:	HLL/CHO/IT/DC/CAMC/2023-24

The schedule of the bid is given below.

Last date and time for receipt of bids	:	15.00 Hrs. on 15.02.2023
Time and date of opening of Bids	:	15.30 Hrs. on 15.02.2023

Dear Sir/Madam,

Sub: Invitation for Bid for the Comprehensive Annual Maintenance Contract (CAMC) for Servers, Network Switches and Tape Library.

HLL Lifecare Limited (HLL) Thiruvananthapuram invites the competitive bids from the competent and eligible bidders for Comprehensive Annual Maintenance Contract of Servers, Tape Library (both under OEM back to back maintenance support arrangement) and Network Switches installed at our Data Centre at Corporate and Registered Office, Poojappura, Thiruvananthapuram. These hardware items are part of IT Hardware infrastructure for SAP Applications. The details of equipments are enclosed in **Annexure - I**. You are requested to submit the lowest offer for CAMC based on the following terms & conditions. The CAMC period is **28th February 2023 to 27th February 2024**.

DEFINITIONS

- (a) "The Purchaser" means the HLL Lifecare Limited, Corporate and Registered Office, HLL Bhavan, Poojappura, Thiruvananthapuram– 695 012, Kerala.
- (b) "The Bidder" means the firm who participates in the tender and submits the bid.
- (c) "The Contractor" means the firm providing the services under the contract.

TERMS & CONDITIONS

1. The respective bidder should have minimum 3 years experience in supply, installation and maintenance of servers. For this, the bidder can submit the documentary evidence along with the bid like the copies of Work Orders for the past three years or certificate from the clients for the successful completion of contract.
2. The bidder should have service support centers or authorized service centers /partners in Thiruvananthapuram. The details may please be furnished in the bid.
3. The bidder should have not been blacklisted by any state/central Government organizations/firms/institutions for which the self-certificate stating that the bidder

has not been blacklisted by any institution of the Central/state Government in past three years may please be submitted.

4. The prices should be quoted as per the format for price schedule enclosed **(Annexure-II)**. Prices should be given separately for each item.
5. The prices quoted shall be valid for a period of 90 (Ninety) days from the date of opening of bids.
6. In the price schedule, if there is any discrepancy between the unit price and total price the unit price shall prevail and the total price shall be corrected by the purchaser.
7. The bids will be evaluated by taking the total amount quoted for all the items together.
8. The Purchaser shall consider the placement of Work Order for CAMC on the first lowest responsive bidder.

9. **General Conditions of Contract**

- (i) During Comprehensive Annual Maintenance Contract (CAMC) period, the contractor will have to undertake comprehensive maintenance of the entire hardware components, system's software and accessories.
- (ii) The contractor should render their services and attend break down calls even after office hours and holidays also of the purchaser if required without any additional charges.
- (iii) If any defective parts cannot be serviced at HLL site, those items can be taken to the contractor's site by providing the standby item, which is technically equivalent or higher to the defective item.
- (iv) All the preventive / breakdown calls should be recorded in the logbook available at the purchaser's office.
- (v) We may shift some of the equipment to some other department / location within Thiruvananthapuram if required. In this case necessary assistance should be provided at no extra cost. This should not affect the terms and conditions of CAMC.

11. Scope of services during CAMC Period

- (i) The CAMC should be comprehensive in nature.
- (ii) The support should be provided under the back to back agreement with the OEM of the item for both hardware and software (OS) in the case of server and Tape Library.
- (iii) System uptime should be maintained at **99.9 %** on quarterly basis.
- (iv) The breakdown calls should be attended within 2 (Two) Hrs. of intimation even if the request is made over telephone/ SMS or by mail/fax by the purchaser.
- (v) All the items under CAMC should be repaired within 6 (Six) hours (Resolution time)
- (vi) One Preventive maintenance should be done in every quarter on prior permission from the IT Department.
- (vii) All the defective parts should be replaced at free of cost.
- (viii) Applying the latest firmware for the hardware items.
- (ix) Applying the latest patches for the Operating System.
- (x) Reports on Preventive / Break down maintenance and uptime efficiency of all the items under CAMC should be submitted at the end of each quarter.

12. Service Level Agreement

The issue of Work Order shall constitute the award of contract to the bidder. On receipt of the order by the contractor, a Service Level Agreement (SLA) shall be submitted in the format given by the Purchaser within 10 days from receipt of the order. The format of SLA shall be issued to the successful bidder after the placement of the Work Order.

- 13.** The contractor should submit the copy of the back to back agreement for the support with the OEM for the Servers and Tape Library within 15 days from receipt of order.

14. System Uptime Efficiency

System Uptime is defined as productive and error free time of the equipment reckoned on a quarterly basis and the system uptime efficiency shall be calculated as under.

$$\text{System Uptime Efficiency} = \frac{(\text{Total Uptime} - \text{Total Down Time})}{\text{Total Time}} \times 100$$

Down Time = Time lost due to equipment malfunction and remedial maintenance

15. Penalty for Downtime

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 in every six (6) months period against submission of three copies of invoices with GST details and Bank Guarantee taken from any Nationalized/Scheduled Bank for equivalent amount of the invoice value with validity for the entire CAMC period plus one month (13 months).

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.

17. The bidder who requires any clarification on the tender shall notify the undersigned through e-Mail at sivakumar@lifecarehll.com. However, no post bid clarification shall be entertained.

18. Other Terms and conditions

18.1 The Purchaser does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of work order without assigning any reasons whatsoever.

18.2 The Purchaser reserves the right to resort to re-tendering without providing any reasons whatsoever. The purchaser shall not incur any liability on account of such rejection.

- 18.3** The Purchaser reserves the right to modify any terms, conditions or specifications for submission of offer and to obtain revised Bids from the bidders due to such changes, if any.
- 19.** By submitting the bid it is presumed that the bidder has verified the tender Documents and technical specification of the items in details and has quoted the tender rate accordingly.
- 20.** No bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the Purchase order is placed.
- 21.** Bids should be clear in all respects and those with ambiguous and conditional clauses shall be rejected.

22. Termination Of Contract

The Purchaser may terminate this contract in whole or in part, by written notice of default prior to one month, sent to the contractor under the following contexts;

- 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.
or
- c) If the Purchaser decides to discontinue the services based on any other internal decisions.
- d) If the termination of contract is due to the contexts mentioned under the clause 22a & 22b, the Bank Guarantee will also be invoked as per the discretion of the purchaser.
- 23.** The CAMC period may be extended at the same terms and conditions after the period of one year at the discretion of HLL.
- 24.** Consideration of MSME shall be based on furnishing of valid UAM (Udyog Aadhar Memorandum) number and copy of relevant document along with the bid only.
- 25.** The bids should be submitted at the following address.

**Associate Vice President (IT)
HLL Lifecare Ltd,
Corporate and Registered Office
HLL Bhavan, Poojappura,
Thiruvananthapuram – 695 012
Phone: 0471-2354949,2775612**

26. Bids should be submitted latest by before **15:00 Hrs. on 15.02.2023** and the same will be opened at **15:30 Hrs on the same day** in the presence of the representative of the bidder who choose to attend. If the bid opening day is declared as holiday, the bid will be opened at the next working day of HLL.
27. The necessary software CD/DVDs s shall be provided by HLL.
28. HLL reserves the right to accept or reject any or all of the bids without assigning any reason whatsoever.
29. The envelopes containing the bid shall be bearing the words “DO NOT OPEN BEFORE “ (Here insert the time and date of bid opening).
30. HLL shall not be liable for the delay in submission of bids after the due date specified above due to any reason including postal delay. Late bids will be summarily rejected.
31. No fax and email bids are accepted.

32. Governing laws and Disputes

All disputes or differences whatsoever arising between the parties out of or in relation to the meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If however the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The appointment of arbitrator and the Arbitration proceedings shall be in accordance with the Arbitration Act 1986 and / or any statutory enactment or modification thereof. The proceedings of arbitration shall be in English language. The arbitration award shall be final and binding among the Parties. Any appeal will be subject to the exclusive jurisdiction of the courts in Thiruvananthapuram, Kerala only. The venue of the Arbitration shall be in Thiruvananthapuram, Kerala only.

Thanking you,

Yours faithfully,

P. Sivakumar
Deputy Vice President (IT)

Annexure - I

No.	Description of the Item	Quantity	Machine Type/Model	Serial Number	Brief Technical Specifications
1	IBM Power 740 Server	3 Nos.	8205-E6B	065620P 06561FP 065619P	6 core 3.72 GHz Processor - 2 Nos. 16GB (2x8GB) Memory DIMMS - 12 Nos. 300GB 10K SAS HDD - 8 Nos.
2	IBM Power 740 Server	2 Nos.	8205-E6B	065623P 06561CP	4 core 3.72 GHz Processor - 1 No. 16GB (2x8GB) Memory DIMMS - 4 Nos. 300GB 10K SAS HDD - 6 Nos.
3	IBM TS 3200 Tape Library	1 No.	3573-L4U	78P0366	TS 3200 Tape Library with LTO 4 Drives (2 Nos.)
4	Cisco MDS 9124 Express SAN Switch	2 Nos.	C9124-K9	JAF14429Y80 JAF14429Y54	24 Port FC SAN Switch FC 4Gb SW SFP Trans 4 Pack - 2 Nos.
5	Cisco Catalyst 4900M Network Switch	2 Nos.	4900M	JAE1504051P JAE150501MR	20 Port 10G Switch

Annexure - II

Price Schedule								
Sl.NO	Description of item / work	Unit	Quantity	Basic Price (Rs)	Taxes/ Duties (Rs)	Other incidental costs if any (Rs)	Total Price for each unit (Rs)	Amount (Rs)
1	2	3	4	5	6	7	8 = 5+6+7	9 = 4 * 8

Total Price (in Figure) : Rs.....

Total Price (in words) : Rs.