



एचएलएल लाइफ़केयर लिमिटेड
(भारत सरकार का उद्यम)

**HLL Lifecare Ltd,
Corporate and Registered Office,
HLL Bhavan, Poojappura P.O,
Thiruvananthapuram-695012.**

**BID DOCUMENT
FOR
SUPPLY, INSTALLATION AND CONFIGURATION OF
SERVER AND STORAGE**

Corporate and Registered Office
HLL Bhavan, Poojappura,
Thiruvananthapuram- 695012
Kerala, India.
Tel: +91- 471-2354949
Website: www.lifecarehll.com

LETTER FOR INVITATION

Date of Issuance: 25.11.2015
Ref. No.: HLL/CHO/IT/DC/2015

To,

Dear Sir,

HLL Lifecare Limited (HLL) a Govt. of India Enterprise under the Ministry of Health and Family Welfare invites proposals for Supply, Installation and Configuration of Server and Storage for the integration with the existing IBM Infrastructure running the SAP Application. More details are provided in the Schedule of Requirements.

You are requested to go through the bid document carefully and submit your proposals as per the instructions and guidelines given in the document.

Thanking You,

Yours Faithfully,

L. Ajithkumar

Associate Vice President (IT),
HLL Lifecare Limited,
Corporate and Registered Office,
HLL Bhavan, Poojappura P.O,
Thiruvananthapuram, Kerala -695012
Phone No: – 0471-2354949, 2358014
Email address: erp@lifecarehll.com

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IMPORTANT INFORMATION

SI.No	Events	
1	Non-Refundable Cost of Bid document purchase	Rs. 1,000/- (Rupees One Thousand only)
2	EMD	Rs. 1.5 Lakh (Rupees One Lakh Fifty Thousand only)
3	Last date for submission of Bids	09.12.2015 15.00 Hrs.
4	Opening of Technical Bids	09.12.2015 15:30 Hrs.

DISCLAIMER

The information contained in this document is confidential in nature. The bidders shall not share this information with any other party not connected with responding to this Bid Document.

All information contained in this Bid Document provided / clarified are in good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

The information contained in this Bid Document or subsequently provided to Bidder(s) whether verbally or in writing by or on behalf of HLL Lifecare Limited (HLL) shall be subject to the terms and conditions set out in this Bid Document and any other terms and conditions subject to which such information is provided.

Though adequate care has been taken in the preparation of this Bid Document, the interested bidders shall satisfy itself that the document is complete in all respects. The information is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the Bid Document is complete in all respects and bidders submitting their bids are satisfied that the Bid Document is complete in all respects.

If a bidder needs more information than what has been provided, the potential bidder is solely responsible to seek the information required from HLL. HLL reserves the right to provide such additional information at its sole discretion. In order to respond to the Bid, if required, and with the prior permission of HLL, each bidder may conduct his own study and analysis, as may be necessary.

HLL Lifecare limited (HLL), Thiruvananthapuram reserves the right to accept/reject any or all of the bids submitted in response to this Bid Document at any stage without assigning any reasons whatsoever. HLL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the bids. HLL reserves the right to change/ modify/amend any or all of the provisions of this Document. Such changes would be posted on the website of HLL (www.lifecarehll.com) only.

Neither HLL nor their employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract, to the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document, the award of the Assignment, the information and any other information supplied by or on behalf of HLL or their employees and Bidder arising in any way from the selection process for the Assignment.

Bid Document for Supply, Installation and configuration of Server and Storage.

HLL Lifecare Ltd (HLL), hereinafter referred to as the “Purchaser” is pleased to invite sealed bids under two bidding system for supply, installation and configuration of the Server and Storage for the integration with the existing IBM Infrastructure running the SAP Application, the detailed specifications of which are furnished in the schedule of requirements (**Annexure-1**).

Interested eligible bidders may obtain further information and inspect the bid documents at our office during office hours on all working days. A complete set of bid documents may also be downloaded from our website at www.lifecarehll.com.

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 its bid.
- (c) “The Supplier or Contractor” means the firm providing goods and services under the contract.

TERMS & CONDITIONS

The bid should be submitted strictly as per the following terms and conditions:

1. Submission of Bid:

1.1 The Bidding Process comprises two parts, viz.

- Part I : Technical Bid
- &
- Part II : Commercial Bid.

Both Technical bid and Commercial Bid is to be submitted in sealed envelope superscripting “Supply, Installation and Configuration of Server and Storage” on top of the envelope. One copy of both Technical Bid and Commercial Bid should be submitted separately along with the bid.

1.2 The bidders should take care in submitting the bid properly filled so that enclosed papers are not found loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

1.3 Date of Submission

Time Schedule for submission of Bid is as under –

Last date & time for submission of Technical Bid & Commercial Bid	:	09.12.2015, 15.00 Hrs.
Date & time of opening of Technical Bid	:	09.12.2015, 15.30 Hrs.

Date & time of opening of Commercial Bid : To be separately intimated to the technically qualified bidders.

- 1.4. No Email/Fax/telex bids will be accepted.
- 1.5. Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser shall be rejected and returned unopened to the bidder.
- 1.6. Bidders may depute a maximum of two authorised representatives with authorization letter to participate in the bid opening strictly according to the time schedule.
- 1.7 The Bids should be addressed to:

**Associate Vice President (IT),
HLL Lifecare Ltd,
Corporate and Registered Office,
HLL Bhavan, Poojappura,
Thiruvananthapuram-695012,
Kerala, India.
Phone: 0471-2354949.**

- 1.8 Bid document fee (non-refundable) of Rs.1,000/- (Rupees One Thousand only) inclusive of all taxes as Demand Draft from any Nationalized/Scheduled Bank favoring HLL Lifecare Ltd payable at Thiruvananthapuram should be accompanied with technical bid. The Bid without bid document fee will be summarily rejected.
- 1.9 The purchaser is not responsible for non –receipt of bid within the specified date and time due to any reason including postal delays or holidays.
- 1.10 The offer should remain valid for **a minimum period of 6 months from the date of opening of the Commercial Bid** .Any offer falling short of the validity period is liable for rejection. However the supplier/contractor should pass on the benefit to the purchaser if there is any price reduction in the meantime.
- 1.11 In exceptional circumstances, HLL may request all the Bidders consent to an extension of the period of validity of their respective bid. The request and the response thereto will be made in writing. Extension of validity period by the Bidder must be unconditional. The Bidder will not be permitted to modify his bid.
- 1.12 The clearance of the equipment from Tax/Legal Authorities would be the responsibility of the bidder only. The purchaser is not liable to provide any documents in this regard.
- 1.13 Selected bidder must undertake to provide the purchaser, the consignment note number(s) by which the items ordered had been dispatched from their site, so as to have online/ web access to the tracking system of physical movement of the consignments sent through courier.
- 1.14 Failure to furnish all information required in the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the bidder's risk and may result in the rejection of the bid.
- 1.15 This bid document is not transferable.

- 1.16 The bidder may withdraw their offer after submission provided; written notice of withdrawal is received by the purchaser prior to the closing date and time prescribed for submission of bid document. No offer can be withdrawn by the bidder subsequent to the closing date and time for submission of offers.
- 1.17 Necessary user manuals/CDs/DVDs/Accessories are to be supplied along with the equipment.
- 1.18 The Purchaser reserves the right to change/ modify/amend any or all of the provisions of this document. Such changes would be posted on the website of HLL (www.lifecarehll.com) only.
- 1.19 The language of the Bid should be in English.
- 1.20 No bidder shall try to influence the purchaser on any matters relating to its bid from the time of the bid opening till the time the Purchase Order is placed.
- 1.21 Once the bid is submitted in sealed cover by the bidder, the purchaser will not accept any addition/ alterations/ deletions of the Bid. However, the purchaser reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder will need to submit the documentary evidence(s) as required by the purchaser.
- 1.22 Any Technical Bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, the bidder may be debarred from participation in the future tendering processes.

2. Eligibility of the Bidder:

The prospective bidder should satisfy the following criterion.

- 2.1 The bidder should be an Indian company and in continuous business of supply, installation and maintenance of the hardware resources similar to the items mentioned in the schedule of requirements (**Annexure-1**) during the last three years prior to the bid opening. (Supported with the copy of Registration certificate/Certificate of incorporation).
- 2.2 The bidder should not have been blacklisted by any state/central Government organizations/firms/institutions for which the statement stating that the bidder has not been blacklisted by any institution of the Central/state Government in past three years may please be submitted.
- 2.3 The bidder should be regular tax payer under the Income Tax Act. Please furnish the details of service tax number, Permanent Account Number (PAN) etc.
- 2.4 The bidder should be an authorized partner of the OEM of the products quoted, for which MAF (Manufacturers Authorization Form) addressed to HLL in original from the concerned OEM on their letter head should be submitted.
- 2.5 The bidder should attach the document in original from the concerned OEM on OEM's letter head that in case of any failure/discontinuation in execution of the work (including 3 years warranty support and 5 year CAMC Support after warranty) by the bidder, the OEM will take all necessary steps for successful execution of all works including warranty support and CAMC Support.

- 2.6 The bidder should have executed at least one single order of same or similar items of value not less than Rs.50 Lakh during any one of the last three financial years. Documentary evidences like Supply Orders and Installation Certificates for the same should be attached along with the bid.
- 2.7 The bidder should submit certificates from at least three clients for the satisfactory completion of similar kind of works.
- 2.8 The bidder should have a service support center or authorized service partners at Thiruvananthapuram. The details may be attached along with the bid.

3. Deliverables:

The list of items specified in **Annexure –I** have to be delivered and installed at the following location.

**HLL Lifecare Ltd
Corporate and Registered Office,
HLL Bhavan, Poojappura,
Thiruvananthapuram-695012
Kerala, India. Phone: 0471-2354949**

4. Earnest Money Deposit.

- 4.1 The Bidder(s) must submit Earnest Money Deposit (EMD) of **Rs. 1.5 Lakh (Rupees One Lakh Fifty Thousand only) along with the Technical Bid** only in the form of Demand Draft /Unconditional Bank Guarantee valid for a period of six months from any Nationalised Bank/Scheduled Bank in favour of HLL Lifecare Ltd., Thiruvananthapuram payable at Thiruvananthapuram. Non-submission of EMD will lead to rejection of the bid.
- 4.2 The EMD is interest free. The EMD of the unsuccessful bidder will be discharged /returned after acceptance of purchase order by the successful bidder.
- 4.3 The EMD of the successful bidder shall be returned after acceptance of purchase order and upon submission of Security Deposit within 7 days of the award of the Purchase Order.
The bid security may be forfeited:-
 - 4.3.1 If the bidder withdraws his bid during the period of bid validity specified by the bidder.
 - 4.3.2 In the case of successful bidder, if the bidder fails to accept the order and submit the security deposit.

5. Security Deposit:

The successful bidder shall furnish Security Deposit equivalent to **10%** of the cost of product quoted (including 3 years warranty) in the form of Bank guarantee given by the Purchaser for a tenure of three years, issued by a Nationalized/Scheduled Bank. Security Deposit must be submitted within 7 days of the award of the Purchase Order.

6. Submission of Technical Bid and Commercial Bid with required Documents

6.1 Technical Bid - The Technical Bid should comply with the technical specification given in **Annexure-1**. The Technical offer should be complete in all respects and contain all information asked for except prices.

The Technical Bid must be submitted neatly and securely along with the following documents,

- 6.1.1 Covering letter.
- 6.1.2 EMD in the form of Demand Draft/ /Unconditional Bank Guarantee as specified in **Clause 4.1**.
- 6.1.3 Manufacture's or OEM's Authorization form/certificate
- 6.1.4 Warranty and CAMC compliance statement.
- 6.1.5 Bidder's Technical Offer with compliance statement as per the specifications as given in **Annexure-1**.
- 6.1.6 Technical Documentation (Product Brochures, leaflets, manuals etc. with product roadmap).
- 6.1.7 Declaration to the effect that all genuine & new parts will be supplied and the Purchaser is fully protected against supply of any refurbished or counterfeit Parts.
- 6.1.8 Copy of the Registration certificate or Certificate of incorporation
- 6.1.9 Articles of Association and Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- 6.1.10 Certificate from at least three clients for similar deliverables done satisfactorily.
- 6.1.11 Statement that the bidder has not been blacklisted by any institution of the Central/state Government in past three years.
- 6.1.12 Copies of Supply/purchase order for the supply and installation of similar items in India in which one order should have the order value not less than Rs. 50 Lakh (as a single order) during any one of the last three financial years.
- 6.1.13 Signed copy of bid document (all pages to be signed and stamped)
- 6.1.14 Details of Permanent Account Number (PAN) issued by income tax Authority.
- 6.1.15 Letter of Authorization/Power of attorney authorizing the signatory to sign the bid.
- 6.1.16 Authorization Letter for the bidder's representative who will attend the Bid Openings.
- 6.1.17 Any other relevant Information.

6.2 Commercial Bid –

- 6.2.1 The Commercial Bid should comply with the price information of the items as specified in **Annexure-I** in the format of price schedule attached as **Annexure-2**.
- 6.2.2 Duly filled Form for Price Bid should be submitted in the format given in **Annexure-3**.
- 6.2.3 The cost of the product including warranty charges for three years and the CAMC charges for the consecutive 4th, 5th, 6th, 7th and 8th year should be given separately in the commercial bid.
- 6.2.4 All the rates will be F.O.R, HLL Lifecare Limited, Thiruvananthapuram.

7. Cost of Bidding

The bidder shall bear all the costs associated with the preparation and submission of bid and HLL will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

8. Bidding Document

The bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a bid not responsive to the Bidding Document in every respect will be at the bidder's risk and may result in the rejection of their bid without any further reference to the bidder.

9. Rejection of the Bid

The Bid is liable to be rejected if:

- The document does not bear signature of authorized person.
- It is received through Telegram/Fax/E-mail.
- It is received after expiry of the due date and time stipulated for Bid submission.
- Incomplete Bids, including non -submission or non-furnishing of requisite documents/EMD/Bid Document Fee not conforming to the terms and conditions stipulated in this Bid Document are liable for rejection by the purchaser.

10. Modification and Withdrawal of Bids

- Bids once submitted will be treated, as final and no further correspondence will be entertained on this.
- No bid will be modified after the deadline for submission of bids.
- No bidder shall be allowed to withdraw the bid after the deadline of submission of bid.

11. Deadline for submission of Bids

Bids must be received by the Purchaser at the address specified in the Bid Document not later than the specified date and time as specified in the Bid Document. In the event of the specified date of submission of bids being declared a holiday for the purchaser, the bids will be received up to the appointed time on next working day.

The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline extended.

12. Evaluation Criteria for Technical Bid & Commercial Bid

- 12.1 The Purchaser will scrutinize the offers to determine whether it is complete, whether errors have been made in the offer, whether required technical documentation has been furnished and whether the documents have been properly signed. Offers with incorrect information or not supported by documentary evidence, wherever called for, would be summarily rejected.
- 12.2 Technical evaluation would be done to examine whether offered equipment/ machines having the basic specifications asked for. Deviation from specifications stipulated may make the offer liable for rejection.
- 12.3 The Technical Bids will be evaluated for compliance with the prescribed technical specifications and supported documents mentioned under Clause 6.1. Bids which are not complied will be treated as non-responsive and summarily rejected.
- 12.4 Commercial bid of only short-listed bidders who will qualify in technical evaluation will be called for and evaluated by the Purchaser.
- 12.5 The qualified technical bidders will be intimated the commercial bid opening and the commercial bid of the unqualified technical bidders will be returned to them unopened.
- 12.6 For proper scrutiny, evaluation and comparison of offers, the purchaser may, at its discretion, ask some or all bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing. If deemed necessary, the bidder will be required to give presentation on the systems offered.
- 12.7 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.
- 12.8 **The final selection of L1 bidder will be decided on the basis of Total Cost of Items, inclusive of initial 3 (three) Years' Warranty and Comprehensive Annual Maintenance Charges for 4th, 5th, 6th, 7th and 8th years.**

13. Placement of order

The Purchaser shall consider placement of supply order(s) for items quoted only on the first lowest responsive bidder (will be referred as L 1) who is technically and commercially qualified (Based on the total cost mentioned as in the clause 12.8).

14. Placement of order and acceptance

The supplier/contractor shall give acceptance of the order placed on it within 3 days from the date of order, failing which, the Purchaser shall have right to cancel the order.

15. Signing of contract

The issue of Purchase order shall constitute the award of contract to the bidder. On receipt of the purchase order by the supplier/contractor, a contract agreement / Service Level Agreement (SLA) shall be submitted in the format given by the Purchaser within 7 days from receipt of the order.

16. Delivery schedule

The successful bidder must undertake to deliver the items as per the purchase order, at the purchaser site **within 8 weeks** from the date of the placement of Purchase Order.

17. Purchaser's right to vary quantities

Purchaser will have the right to increase or decrease the quantity of items and delete some or all the items specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of placement of purchase order.

18. Terms of Payment

- 18.1 90% of the product cost including three years warranty charges along with VAT/Octroi and other applicable duties on actual basis will be paid on delivery, installation and acceptance of ordered items, after realizing penalty charges for late delivery and / or late installation, if any. The claim for payment should contain proof of delivery, installation note & User Acceptance Report signed with date by an authorized official of HLL Lifecare Limited.
- 18.2 10% of the product cost including three years warranty charges will be paid after completion of the warranty period or on submission of Performance Bank Guarantee from any Nationalised/Scheduled Bank for equivalent amount and valid for warranty period.
- 18.3 The CAMC charges mentioned in the bid for the 4th, 5th, 6th, 7th and 8th year will be paid in advance in the beginning of respective years against Bank Guarantee from any Nationalised/Scheduled Bank for equivalent amount and valid from the CAMC period.

19. Paying Authority

The payments as per the Payment Schedule covered here in above shall be paid by HLL Lifecare Ltd. However, Payment of the Bills would be payable on receipt of advice/confirmation for satisfactory delivery/installation/re -installation, Live running and service report from User Department.

Following Documents are to be submitted for Payment:

- Three copies of invoice.
- Duly acknowledged Delivery Challan
- Installation Report, counter signed by authorized officials of both purchaser and supplier.
- Account details for payment through RTGS/NEFT, i.e., Name of Bank, Name of Branch, IFSC Code, Account No. etc. if applicable.

20. Scope of the work

20.1 Scope of installation

Activities to be performed but not limited to the following

- Supply of the Equipment and necessary software Licenses.
- Carrying out a quality check for the supplied item.
- Installation / Rack Mounting of Server and Storage.
- Power on self-test replace any component in case of failure.
- Installation and configuration of all hardware items mentioned in **Annexure-I** and firmware upgrade/downgrade if required.
- Installation and fine tuning of Operating System (OS) on all the Servers with latest available/ required patches.
- Installation and configuration of clusters/partitions as per the requirement.
- Integration of new Server and Storage with existing IBM Infrastructure running SAP Application.
- Running test backup for Servers with test policy.
- Test for failover for Servers/Cluster/Storage Controllers/OS mirrors.
- Connectivity check to existing LAN.
- Documentation.

20.2 It will be binding upon the selected bidder to install and configure the equipment. Any problem, if occurs in course of Installation / Integration has to be settled amongst the concerned supplier/contractor on mutual co-operation. Installation must be started immediately after delivery, preferably by next working day, wherever feasible.

20.3 The purchaser reserves right to shift the ordered items to any location where it has presence, anywhere in India, either during the warranty or CAMC period.

20.4 Installation should be completed within seven working days of delivery, in case the site is ready. If site is not ready, installation should be completed within seven days of request from the purchaser.

20.5 **Training** - Training should be provided at free of cost to the concerned user department personnel regarding usage and trouble shooting and administration.

21. Warranty & Maintenance

21.1 The supplier/contractor must provide **3 years onsite** comprehensive warranty (24x7) for the items supplied as well as Operating System under this bid document covering all parts & labour from the date of acceptance of the systems by the purchaser i.e. on-site comprehensive warranty.

21.2 Scope of services during warranty period

- (i) The system uptime should be maintained at 99 %
- (ii) The breakdown calls should be attended within 2 Hrs. of intimation
- (iii) All the defective parts should be replaced at free of cost.

- (iv) If the defective item, either a part or whole, is taken for contractor's site for service in the case of failure in rectifying the problem at purchaser's site, an item which technically comprises the defective item (equivalent or higher) should be provided within one working day of HLL. The defective item should be returned after service within a minimum period of time.
- (v) At least one preventive health checkup of the items should be done in every quarter.
- (vi) Applying the latest patches for the Operating System.

21.3 The Supplier/ contractor must also undertake to maintain the hardware/ peripherals/ Operating System supplied under this Bid Document after the expiry of the above warranty period, for a further period of 5 years under CAMC as per the rate quoted by the supplier/contractor in their Commercial Bid.

21.4 Scope of services during CAMC Period.

- (i) The CAMC should be comprehensive in nature.
- (ii) System uptime should be maintained as 99 %
- (iii) The breakdown calls should be attended within 2 Hrs. of intimation.
- (iv) One Preventive maintenance should be done in every quarter.
- (v) All the defective parts should be replaced at free of cost.
- (vi) If the defective item either a part or whole is taken for contractor's site for service in the case of failure in rectifying the problem at purchaser's site, an item which technically comprises the defective item (equivalent or higher) should be provided within one working day of HLL. The defective item should be returned after service within minimum period of time.
- (vii) Service support should be provided by the supplier after office working hours of Purchaser and holidays if required, without any additional cost.
- (viii) Applying the latest patches for the Operating System.

21.5 Under Comprehensive Annual Maintenance Contract (CAMC) all parts & labour should be covered for onsite support. Purchaser also reserves the right to enter into CAMC either with the supplier/contractor or any other Service Provider at its sole discretion.

21.6 During the warranty and Comprehensive Annual Maintenance Contract (CAMC) period, the supplier/contractor will have to undertake comprehensive maintenance of the entire hardware components, system's software and accessories supplied by the supplier/contractor. This service is to be provided notwithstanding the fact whether on such days the selected supplier/contractor's office remains closed or not. A minimum uptime of 99 % per equipment has to be guaranteed on quarterly basis. The request for support shall have to be attended by the supplier/contractor even if the request is made over telephone/ SMS or by mail/fax by the respective sites, within 2 hours. All the items supplied should be repaired within 6 hours (Resolution time). In case of supplier/contractor failing above standards, a stand by arrangement with same or above configuration of the item should be provided till the machine is repaired.

21.7 The Supplier/Contractor shall be fully responsible for the manufacturer's or OEM's warranty for all equipment, accessories, spare parts, system software etc. against any defect arising from design, material, manufacturing, workmanship, or any act or omission of the

manufacturer/ Supplier/contractor or any defect that may develop under normal use of supplied equipment during the warranty period.

- 21.8 Warranty / CAMC shall not become void even if the purchaser buys any other supplemental hardware from a third party and installs it with/in these machines. However, the warranty will not apply to such hardware installed.

22. Penalty for Downtime

As per Warranty and Maintenance terms, all the hardware items should be repaired within 6 hours. In case of supplier/contractor failing above standards, a stand by arrangement (of equivalent or higher configuration) should be provided till the machine is repaired. Down time will be calculated from the time of breakdown till the system becomes functional or standby is provided. In case supplier/contractor fails to meet the above standards of maintenance, the purchaser will invoke the relevant penalty clauses as per the contractual/service level agreement with the supplier/contractor.

23. Repeated failure

If, during the warranty period, any system as a whole or any subsystem has any failure on two or more occasions in a period of 3 months, it shall be replaced by equivalent / upgraded/ new equipment by the Supplier/contractor at no cost to the Purchaser.

24. Penalty or Liquidated Damages for delayed supply/ installation

In case the delivery is delayed beyond the stipulated date of delivery, Liquidated damage for late delivery at one half of one percent (0.5%) of the order value for each week of delay or part thereof would be imposed, subject to maximum of 5 % for the delayed delivery. The penalty for late delivery will be deducted from the bill amount.

If installation is not completed within 7 days of delivery, Liquidated damage for late installation will be imposed in addition to late delivery charges. The rate will be of one half of one percent (0.5%) of the order value for each day of delay or part thereof subject to maximum of 5%. The penalty for late installation will be deducted from the bill amount.

25. Bid Currency

All prices shall be expressed in Indian Rupees (INR) only.

26. Other Terms and conditions

- 26.1 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 purchase order without assigning any reasons whatsoever.
- 26.2 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.
- 26.3 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.

26.4 Canvassing of any kind will be a disqualification and the purchaser may decide to cancel the bidder from its empanelment.

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

27. Purchaser's right to accept or reject any Bid or all Bids

The Purchaser reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the Purchaser's action.

28. Indemnity

The selected bidder shall indemnify purchaser and be liable for loss due to malfunctioning of the equipment as supplied and installed by them. The total liability of the selected bidder under the contract shall not exceed the total order value placed on the said supplier/contractor. The indemnity Bond shall be submitted within 7 days from receipt of the purchase order.

29. 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 Arbitrator/ Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of the courts in Kerala. The venue of the Arbitration shall be in Kerala.

30. Force Majeure

30.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

30.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores

in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

31. Authorized Signatory

The bidder should indicate the authorized officials from their organization who can discuss, correspond, sign agreements / contracts, raise invoice and accept payments and also to correspond. The bidders should furnish proof of signature of the authorized personnel for above purposes as required by purchaser.

Associate Vice President (IT)

Annexure- 1

APPENDIX A: Equipment List

Part No	Description of Items	Qty
IBM Power S822 Server		
8284-22A	8284 Model 22A	1
	64 GB DDR3 Memory	4
	10-core 3.42 GHz POWER8 Processor Card	1
	300GB 10k RPM SAS SFF-3 Disk Drive (AIX/Linux)	4
	Power VM Standard Edition	10
	AIX License	10
	PCIe2 LP 4-port (2x10GbE & 2x1GbE) Copper SFP+ RJ45	2
	PCIe LP 8Gb 2-Port Fiber Channel Adapter	2
	Power Cord 4.3m (14-ft), Drawer to Wall/IBM PDU (250V/10A)	2
	Power Cord 2.7m (9-ft), Drawer to Wall/OEM PDU, (250V/10A)	2
	Ethernet Cable, 15m, Hardware Management Console to System Unit	1
	AC Power Supply - 1400W for System Unit (200-240 VAC)	2
	Storage Backplane 12 SFF-3 Bays/DVD Bay	1
	Power HA License per core	1
IBM V5000 Storage		
2078-24C	V5000 SFF Control	1
	Rack Shipment Bracket	1
	5m Fiber Cable (LC-LC)	8
	Power Cord - India	1
	8Gb FC Adapter Pair	1
	1.2TB 10K RPM SAS 2.5 Inch HDD	10

- The existing storage (DS5020 & 2xEXP520) should get added to the new V5000 storage as a single virtual storage, for which the new storage should have necessary capability.

Address of Location

HLL Lifecare Ltd
Corporate and Registered Office,
HLL Bhavan, Poojappura
Thiruvananthapuram -695012
Phone: 0471-2354949

Annexure- 2

Price Schedule

Sl.NO	Description of item / work	Unit	Qty	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.....

Annexure-3

FORM FOR PRICE BID

Having examined the Tender Document Number dated, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply, installation and configuration of the Server and Storage for the integration with the existing IBM Infrastructure running the SAP Application under the above named Tender in full conformity with the Bidding Documents for the sum quoted in price schedule. The following is the total bid price for the scope of work described in our response to your Tender Document.

i) In figures _____
ii) In words _____

(Please quote the price in Indian Rupees only)

The breakup of the above lump sum price is given in the Price Schedule attached herewith and is made part of this bid.

Thanking you,
Yours faithfully,

<Seal and Signature of Authorized Signatory>
<Name of Authorized Signatory>
<Title of Authorized Signatory>

Note: In case of bid by a Bidder/Consortium, this form has to be signed by authorised signatories of all the members of the Bidder/Consortium.

Encl: Price Schedule - ____ pages