

PROCUREMENT OF COMPUTER HARDWARE

Special Terms and Conditions of Tender Tender No.MM/172/E28806 dtd 16.01.2024

Introduction

The Fertilisers and Chemicals Travancore Limited (hereinafter referred to as FACT), is a Government of India Enterprise with its Head Office located at Udyogamandal, Kochi, Kerala. FACT is one of the largest central public sector unit in Kerala having an annual turnover of around ₹6200 crores and is engaged in manufacturing and marketing of Fertilizers, Chemicals, Caprolactam, Engineering consultancy and Fabrication of equipment. It has two Production divisions located at Udyogamandal and Ambalamedu, a Fabrication division at Palluruthy, a Design and Marketing division at Udyogamandal and port facilities at Willington Island.

In order to meet the computer hardware requirements at its various divisions, FACT is inviting bids from eligible vendors for the supply, installation, commissioning and maintenance support for Computers and Peripherals.

Scope of Work

1. The scope of work envisages the supply, installation, testing, integrating, commissioning and maintaining the following computer hardware at various divisions of FACT as per terms and conditions mentioned hereunder.

Sl. No	Hardware item	Quantity (Nos.)
1	Desktop PCs	110
2	Multi-Function Ink tank Printers	20

2. Items supplied shall be as per specifications given as Annexure - I
3. The equipment supplied shall be under warranty by OEM for a period of FIVE years from the date of acceptance/commissioning
4. On-site comprehensive maintenance support shall be provided for the equipment during the warranty period. (Refer clause 18 of Terms & Conditions for service level agreement). The warranty shall cover the upkeep of the complete hardware and software supplied, including the cost of service and spares.
5. The vendor shall guarantee a minimum of 95 % uptime computed on a quarterly basis for the entire warranty period.

Terms and Conditions

1. The hardware models offered for each item shall strictly conform to the specifications given in Annexure - I. Hardware models proposed/ marked for withdrawal from the market and models under quality testing should not be offered.
2. The equipment offered shall be of a proven design and shall be suitable for operation under normal office environment without air-conditioning.

3. All components of the equipment supplied should be factory integrated by the OEM and should also have warranty support by the OEM. Warranty support by the supplier is not acceptable for the equipment or any of its components.
4. Equipment shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals, Media, etc.
5. All equipment supplied shall be suitable for operation using normal single-phase 230 volts, 50 Hz AC power supply.
6. Bids that do not offer warranty support for FIVE years after installation and commissioning shall be summarily rejected.
7. The material shall be delivered at IT Department, FACT-HO, Udyogamandal P.O, Cochin. The vendor shall arrange for safe transport of all items, receipt of items at site, installation and commissioning of items at the respective locations within the stipulated time.
8. The vendor shall insure comprehensively all the deliverables during transit and also at FACT's site till it is commissioned.
9. Hardware supplied shall be installed at locations in various divisions of FACT as per distribution list provided by IT Department, FACT-HO.
10. The vendor shall integrate the hardware with the existing LAN infrastructure of FACT.
11. Any additional devices/equipment/cables/connectors other than those specified in the offer, required for successful installation and commissioning is in the scope of the supplier.
12. During installation of PCs in lieu of an existing one, user data as directed by the end-user shall be copied to the new PC.

13. Documents and License

- a) The vendor shall supply all relevant documents, licenses and certificates connected with hardware and software.
- b) Genuine Microsoft Windows Operating system along with license certificate /product keys procured from an authorized source should be supplied.
- c) All software supplied shall be licensed to “The Fertilisers and Chemicals Travancore Limited (FACT)”, Kochi
- d) The quantity of Microsoft Windows licenses supplied shall be indicated in the material delivery document.

14. Amendment of Bid Documents:

- a) At any time, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- b) The amendments shall be notified online only through corrigendum, if any.
- c) In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, FACT may, at its discretion, extend the deadline for the submission of bids suitably.

15. Acceptance

- a) The entire hardware and software as specified in the order must have been supplied by the Vendor prior to acceptance. The acceptance/performance test will be performed after completion of installation and commissioning of the computer hardware and software at the sites of installation. The acceptance will involve trouble-free operation for at least seven consecutive days at site.
- b) In the event of the hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which FACT reserves the right to get the corresponding equipment replaced by the Vendor at no extra cost to FACT or to cancel the order and recall any payments made by FACT to the Vendor.
- c) All support for successful conduct of the acceptance tests for the installed hardware shall be the responsibility of the Bidder
- d) Acceptance Certificate: On successful completion of acceptance test, the acceptance certificate signed by the Bidder and the representative of FACT shall be issued. The date on which such certificate is signed shall be deemed to be the date of acceptance of the system and **the warranty of the Hardware shall start from that date.**

16. Guarantee

The Bidder shall guarantee that the Goods supplied are new, unused, of the most recent or current models. Irrespective of manufacturer's usual warranties, the supplier shall guarantee that all items supplied by him shall be free from defects arising from design, materials or workmanship or from any act or omission of the Bidder that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination. In the event of any defect or deficiency being noticed in the functioning of the system during the warranty period, the supplier shall make good the same at his cost.

17. Warranty

- a) Free on-site maintenance services shall be provided during the period of warranty as per service level agreement.
- b) The warranty should be comprehensive in nature with back to back support by the OEM.
- c) Support shall also be provided for the operating Systems and other pre-installed software components during the warranty period of the hardware.
- d) Only NEW or OEM certified refurbished spare parts shall be used to replace any that may have become defective during the warranty period. The cost of all replacement of such defective part of material, including freight, insurance, clearance, customs duty, sales tax, delivery charges etc. shall be borne by the OEM/supplier who will also arrange at his cost for the fitting/replacement.

18. Service Level Agreement (SLA)

- a) SLA shall remain in force for a period of five years from the date of acceptance of hardware.
- b) There shall be back-to-back arrangement with OEM for service support.

- c) The service personnel of the bidder shall be responsible for coordinating all maintenance activities during the warranty period.
- d) Any hardware breakdown shall be reported by FACT to the bidder's service call registration facility during the Warranty period. Bidder shall have facility to register service calls via. Telephone / E-mail / online.
- e) Any system failure shall be attended onsite by Bidder's service engineer on receipt of the service call so that the defective equipment may be put back into normal operation within the shortest possible time.
- f) It is the responsibility of the service engineer of the bidder to escalate the service call to the respective OEM and get the faulty equipment rectified through them. FACT shall be informed regarding the status of the service calls.
- g) Bidder shall guarantee a minimum uptime of 95% during the Warranty period on a quarterly basis. For calculating uptime, FACT shall consider uptime period on a 24-hour x 7-day basis. Downtime will be counted from the time of reporting the maintenance call by FACT till the resolution of the problem/operationalization of the hardware/ software. Quarterly uptime percentage shall be calculated as under:

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

- h) In the event of any failure to ensure the required uptime for reasons attributable to the bidder, FACT reserves the right to take suitable action against the bidder even to the extent of forfeiture of performance bank guarantee.
- i) In case an equipment/peripheral is taken away for repairs, the bidder shall provide similar equipment as standby so that regular work at FACT is not disrupted.
- j) Bidder is required to submit his support escalation matrix for L1, L2, and L3 support along with the bid. Bidder should mention the name, designation contact no and e-mail id of the concerned person in this matrix.
- k) The support team of the bidder shall work in co-ordination with IT Department of FACT for ensuring rectification of hardware/software complaints in a timely manner.

19. Payment Terms

- a) 50% of the order value plus 100% of taxes/duties as applicable on delivery and verification of the same by authorized personnel of FACT at site.
- b) 40% of the order value upon successful installation and commissioning of the supplied items to the satisfaction of FACT.
- c) Balance 10% on submitting performance Bank Guarantee OR after the warranty period of 5 years.

20. Performance Bank Guarantee

The successful bidder shall submit a performance bank guarantee (PBG) for the 10% of the order value excluding Duties and Taxes valid for contractual support

tenure plus additional 6 months, in the form of a Bank Guarantee in the prescribed format in favour of FACT Ltd., payable at Cochin, from any Nationalized/Scheduled Bank in India

21. Subcontract

- a) The Supplier shall not assign to others, in whole or in part, their obligation to perform under the order/contract, except with FACT's prior written consent. Subcontracting shall not relieve the Supplier from any liability or obligation under the Contract.
- b) Subcontractors / Franchisees must comply with the provisions of Terms and Conditions of the Order.

22. Patent Rights

- a) The seller shall indemnify FACT from and against all claims and proceedings brought against FACT for and on account of infringement of any patent rights, design, trademarks, or name or other predicted rights in respect of any computer system, peripherals or software or materials incorporated in the works or any of them and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- b) In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and FACT is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. FACT will give notice to the Supplier of such claim, if it is made, without delay.

23. Force majeure

If a Force Majeure situation arises, the Bidder shall promptly notify FACT in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by FACT in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

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