

TERMS & CONDITIONS WITH RESPECT TO THE COMPUTERS & ACCESSORIES
PROCURED FROM M/s. HCL DURING 2008-2009

PERFORMANCE GUARANTEE:

1. The offer shall be inclusive of a comprehensive onsite warranty for the three (03) years and subsequent two (02) year Annual Maintenance Contract (AMC) period for all the items from the date of installation of equipments at the last location. The successful tenderer shall maintain systems and peripherals supplied and installed under this contract in accordance with the provisions laid down in the clauses below during the above period.
2. **Scope and services covered under Performance Guarantee period and AMC period:**

The successful tenderer shall provide the following services under the performance guarantee and AMC to keep the systems and peripherals in excellent working condition.

 - a. The successful tenderer will provide unscheduled on-call corrective and remedial maintenance service, to set right the malfunctioning of the system. This includes replacement of unserviceable parts. The parts replaced will either be new parts or equivalent in performance to new parts. In the case of a part, the defective part removed from the system will become the property of the successful tenderer. The data, if any in the removed part, will be retrieved at the cost of the successful tenderer and will be given back to the office from where it is removed.
 - b. **Operating System (OS) Support:** - The supply is comprehensive inclusive of OS support on all the systems supplied and installed under this contract. Any problem related with OS maintenance, reloading of OS with all device drivers, OS upgrade, device drivers, System configuration and network configuration (if required) shall be attended & rectified by the successful tenderer. All required devices drivers shall be provided by the successful tenderer. The successful tenderer shall also keep a copy of all device drivers.
 - c. **Anti Virus Software (AVS) Support:**- The performance guarantee shall include the anti virus software support on the systems supplied. Any problem related with system virus will be attended and rectified by the successful tenderer. The successful tenderer shall update their anti virus software as and when required and also during preventive maintenance of the systems. **The subscription for anti virus software shall be extended to cover entire five years inclusive of AMC period after warranty.**
 - d. Scheduled Preventive Maintenance (PM) shall be carried out once in three months for all systems and peripherals as detailed in Annexure IV. The successful tenderer shall submit the call sheets / PM reports as in Annexure IV to respective Office Heads, under intimation to Chief Conservator of Forests (FMIS). In case the successful tenderer fails to submit PM reports, a penalty prescribed in clause 4-C below will be levied for the period so delayed.
3. **Service Assurance:** -

Maximum acceptable downtime shall be 24 hours at a time for installations in offices situated in Corporations and Municipalities, and 48 Hrs. at a time for other locations, for all the systems and peripherals installed under this contract.

4. Downtime Penalty :-

- A. Downtime penalty will be charged for completing the calls after the time allowed, which shall be 24 hours in respect of consignee locations in Corporations & Municipalities and 48 hours in respect of all other consignee locations.
- B. Downtime penalty shall be settled every year failing which the amount due to the Department is liable to be realized from the Bank Guarantee furnished by the successful tenderer.
- C. Penalty for non-performance of preventive maintenance will be Rs. 100/- per week for each item.

The Down Time Penalty will be as under:

For Servers-	Rs. 450/- per day
For PCs-	Rs. 300/- per day
For Printers-	Rs. 100/- per day
For UPS-	{ Rs. 1500/- per day (2 KVA)
	{ Rs. 1000/- per day (1 KVA)
	{ Rs. 500/- per day (0.5 KVA)

5. Terms of Performance Guarantee and Annual Maintenance Contract (AMC):

- a. The new upgrade items (Memory, HDD, MM Kit etc.) or other hardware purchased from the successful tenderer or any other vendor and integrated into the existing warranty system will be included in the warranty with the successful tenderers as soon as the warranty of the purchased item expires. This will be done through an addendum to this contract signed between the Kerala Forest & Wildlife Department and the successful tenderer. The new hardware may be inspected by the successful tenderer if it is procured from other sources. In case the Kerala Forest & Wildlife Department decides to withdraw any equipment from contract during the warranty / AMC period, the same would be taken out of this contract with written intimation to the successful tenderer.
- b. If the KFD is not able to hand over the system to the successful tenderer's engineer for maintenance purpose, such time will not be considered for the downtime penalty.
- c. In case of intermittent failures and repetitive problems due to improper diagnosis or repair, the system will be treated as continuously down.
- d. The successful tenderer is not liable for problems arising out of break down or service or spares cost arising out of damages caused due to fire, theft, riots, accidents, earthquakes, storm, lightning and other natural calamities.
- e. The Performance Guarantee and AMC does not include consumables such as printer cartridges, ribbons etc.
- f. **Printer Heads:** Replacement of printer heads, free of cost, as and when required, shall be responsibility of the successful tenderer, during the entire warranty period and AMC period of the contract.

- g. At each location where the system is installed in Kerala Forest & Wildlife Department will keep a System Maintenance Register, which is a record of machine failure, including the nature of failure, date and time of booking the complaint, when the machine was put back to service and the total downtime. This record will be signed by the successful tenderer's Service Engineer and the KFD officials. Format for keeping this record will be as per the Annexure V. The successful tenderer shall forward a signed copy of the service record maintained by him/her to the Chief Conservator of Forests (FMIS) every month.
- h. **Call registration and completion:** All maintenance calls will be logged using the System Maintenance Register. Also, they may be registered with the nearest successful tenderer's office. The successful tenderer shall acknowledge each call with a unique call number, which is to be used for reference in future. A call service slip may be made for each call. The call service slip shall contain the following details: call number, reported problem, affected items, date and time of call reporting, date and time of call attending, date and time of call completion, down time in days/hrs, fault diagnosed, repairs carried out, components replaced etc. A nominee will certify completion of calls. The successful tenderer shall prepare the call service slips in duplicate. These will be signed by the Kerala Forest & Wildlife Department and the successful tenderer. One copy will be given to the KFD and the successful tenderer will retain one copy. The system maintenance records maintained by the successful tenderer shall be compared and reconciled with the system maintenance register of the KFD on a regular basis during the quarterly preventive maintenance visits. The difference if any should be brought to the notice of the Chief Conservator of Forests (FMIS) whose decision shall be final in this matter. The reconciled document will be the basis for calculating the downtime penalty.
- A provision of a common telephone toll free number has to be provided by the successful tenderer for making calls to register complaints and getting token numbers for the same at the time of complaint registration. All calls received should be registered in a portal, which can be accessed by Kerala Forest & Wildlife Department with facility to view details of all complaints.
- i. Kerala Forest & Wildlife Department's personnel will be responsible for operating the systems and peripherals. During period of warranty and AMC, Kerala Forest & Wildlife Department will restrict to operational activities only and will not repair any equipment. The contract does not cover any database or user application related problem.
- j. To monitor the maintenance activity and to discuss other related matters, periodic meeting between Kerala Forest & Wildlife Department and successful tenderer will be held at Thiruvananthapuram and also at Circle offices.
- k. Whenever the system and peripherals cannot be repaired on site within the specified time limits, the vendor will have to provide alternate equipment of matching specification of the equipment supplied under the contract. This will be replaced within the period of **maximum 30 days** with the same equipment after repair or with equipment of same or better model of the equipment supplied under the contract. If the time exceeds 30 days, the downtime penalty will be charged. All

such replaced equipments will also come under the clauses of the existing Performance Guarantee.

- i. **Force Majeure:** The successful tenderer shall not be liable or deemed to be default of any delay or failure in performance stated herein resulting directly or indirectly from causes beyond his reasonable control. If the successful tenderer is prevented from performing their function under the instrument for a period longer than six months due to fire, theft, earthquake, flood, accidents, riots, natural calamities, etc., the successful tenderer's liability ceases. Then both the parties shall discuss the course of action to be taken afterwards.
- m. **Annual Maintenance Contract (AMC):** - All the systems purchased from the successful tenderer will be included in two years AMC in continuity with the expiry of the three years warranty period. Rates (annual) for the AMC for two years after the expiry or warranty period shall be quoted in Schedule II of the Price bid. This will be considered as a part of the tender. Tenders quoted without the maintenance charges are liable to be summarily rejected. The tenderer should clearly indicate yearly AMC charges valid for 2 years.
- n. The Annual Maintenance Contract will be comprehensive and cover the cost of all the spare parts including batteries for UPS required for replacement/repair for the computer system, except printer cartridges and consumable items like printer ribbon. The AMC may be on regular basis to ensure the minimum down time of the system.
- o. **Payment for AMC:** The payment will be released yearly. The successful tenderer will submit yearly bill along with the downtime statement within one week of completion of the year to the Chief Conservator of Forests (FMIS) with certified monthly downtime statements of the custodian officers. The Chief Conservator of Forests (FMIS) will reconcile this and release the payment. If due to any reason, the Chief Conservator of Forests (FMIS) is unable to reconcile the penalty amount, 80% of the total amount or amount equal to last year payment, whichever is less, will be released. The balance amount will be released after reconciling the penalty amount. Penalty of delayed report can be adjusted in the next half-year bill. In case penalty exceeds AMC amount the excess amount may be adjusted in the next year bill or from the security deposit.
- p. The Kerala Forest & Wildlife Department has the right to terminate the AMC at any time after giving one month's notice and in case of such termination, the successful tenderer shall not be entitled to claim any compensation.
- q. The warranty & AMC shall continue to be in force even if the location of a equipment is changed.

6. Change of ownership: -

The obligation of the successful tenderer Company/Firm under this contract shall not cease even if the ownership changes. The successor in interest or transferee shall be bound by the provisions of the contract.

ANNEXURE - IV

**PREVENTIVE MAINTENANCE OF COMPUTERS AND PERIPHERALS /
CALL SHEET CUM PM REPORT**

Location :
Name of Office :
Officer in Charge :
Date :
M/c Type (With SI No) :

Action Taken

- i) Dust Level OK (Yes/No) :
- ii) Temperature :
(Recommended 22 to 28 degree C)
- iii) Humidity OK :
- iv) Voltage :
 - Line - Neutral :
 - Line - Earth :
 - Neutral - Earth :
- v) UPS Backup Checked (Yes/No) :
- vi) UPS Back up in Minutes :
- vii) UPS Battery :

System/Printer

- i) Cleaned (Yes/No) :
- ii) Configuration Checked (Yes/No) :
- iii) OS/Drivers Checked (Yes/No) :
- iv) Network Connectivity OK (Yes/No) :
- v) Performance OK (Yes/No) :
- vi) Printer Working (Yes/No) :

VIRUS Checked OK

- i) Virus Scanner Used :
- vii) Virus Scanner updated (Yes/No) :

General Layout :
Suggestions, if any :
Remarks :

*Signature with Date,
Name and Designation*

Of Officer in Charge

*Signature with Date,
Name and Designation*

Of Head of Office

*Signature with Date,
Name and Designation*

Of Service Engineer

Note: This has to be submitted to the Office of CCF (FMIS) within 3 days of PM.

ANNEXURE - V

PROFORMA FOR MAINTAINING SYSTEM MAINTENANCE REGISTER (LOG BOOK)

Location :

Name of Item:

Item Code :

Month :

Call No	Complaint	Booking Date & Time	Attended Date & Time	Repaired Date & Time	Diagnosis and Components Replaced	Down-time in Hours	Penalty in Rs.
Total							

Dated signature:

Name :

Designation :

of Officer in Charge

Verified and Agreed for the

Servicing Firm

Dated signature:

Name :

(Service Engineer)

Countersigned by

Dated signature:

Name :

Designation :

of Head of Office

(Office Seal)

Note :

- Separate Sheet may be maintained for PC, UPS and Printer
- If there is no downtime for a particular month, that may be mentioned in the Register
- **The downtime report of each month may be reported to the Chief Conservator of Forests (FMIS), III Floor, Forest Headquarters, Vazhuthacaud, Thiruvananthapuram-14 on or before 10th of the succeeding month.**