



**INDIAN INSTITUTE OF TECHNOLOGY BOMBAY
MATERIALS MANAGEMENT DIVISION
Powai, Mumbai 400076.**

Ref. PR No. 1000040462

Rfx. No. 6100001752

1-year Comprehensive AMC (7th year) of the High-Performance Computing facility

General terms and conditions:

Bidders are advised to read the following clauses carefully. Submitting your solution implies that you agree to act as per the terms and conditions mentioned below.

1. A comprehensive AMC for the complete solution will be accepted only.
2. OEM may visit the data centre at a mutually convenient time to assess the hardware if they want.
3. The cost of the service should not be more than 8% of the initial equipment cost. IIT Bombay reserves the right to cancel part or whole of the tender in case the cost exceeds the limit.
4. IIT Bombay reserves all the rights to terminate the contract in full or in part if
5. The OEM fails to comply with any material term of the contract;
6. The OEM fails to deliver the material(s) or any part thereof within the stipulated delivery period and / or fails to replace / rectify any rejected or defective material(s) promptly;
7. The system fails to produce the performance after services / repairing.
8. The OEM becomes bankrupt or goes into liquidation or the seller makes a general assignment for the benefit of the creditors or a receiver is appointed for any substantial property owned by the OEM;
9. The OEM has misrepresented to the IIT Bombay.
10. IIT Bombay also reserves the right to re-issue the tender without any explanation. The OEM / bidder will not have any right to object to such re-issue of tender.
11. The IIT Bombay reserves the right to publish the information about the unsatisfactory service by the bidder / OEM and action taken by the institute on their website and in the national newspaper(s).

Services Level Agreement (SLA) & Warranty:

All the following conditions must be agreed upon.

1. The entire HPC solution including each software, firmware, and hardware component should be covered and has to be supported for another year with 24x7 service level.
2. The bidder has to warrant that all the replaced parts will be new and unused.
3. The OEM has to ensure that the proposed solution delivers an uptime guarantee of 98% of the entire system on a yearly basis (i.e. annual node-hours of uptime) and minimum of 95% on a monthly basis (i.e. monthly node-hours of uptime). Every percentage point of downtime between 2% to 10% on a yearly basis will incur a penalty of 0.1% of the total cost of this tender. Every percentage point of downtime above 10% on a yearly basis will incur a penalty of 0.5% of the total cost of this tender.
4. In the event of failure of any of the subsystems or components of the proposed solution, the OEM has to ensure that the defects are rectified within two full working days. Any delay in node warranty servicing beyond 3 days will incur a penalty of 0.2% of the total cost per day of delay. Any delay in storage or any of its subsystems not working beyond 24 hours will incur a penalty of 0.2% for every 24 hours of the total cost of this tender.
5. The defects, if any, during the contract period are to be rectified free of charge by arranging free replacement wherever necessary. It should be completed within 2 working days for individual servers and by next working day for critical components like power supply, networking and storage after the intimation of fault.
6. During the contract period, OEM will have to undertake comprehensive maintenance of the entire hardware components, equipment, software support and accessories supplied by the OEM at the place of installation of the equipment.
7. A letter of commitment for Hardware Software, and Firmware support from OEM should be enclosed.
8. The maximum penalty for non-performance will be 5% of the total cost. On reaching this limit in any year, the OEM will be considered in breach of the contract and appropriate legal action will be taken. The penalty will not apply if the delay is caused by IIT Bombay.
9. Technical support should be provided by the OEM for system administration/maintenance of the system during contract period as well.
10. The OEM should protect the data stored in the system, during any upgrades of hardware/firmware/OS.
11. An inventory of common parts that require replacement shall be made available to IIT Bombay a priori on site.