

Please Note that the soft copy of the hardware list can be provided on request.

Please send such request to gauri@cisce.org

Terms and Conditions for AMC

1. **Period of Contract:** The comprehensive AMC will be awarded for a period of one year w.e.f. 01.12.2014 to 30.11.2015
2. **Variation of Charges/price:** There will be no change in the agreed amount of service charge during the period of the contract.
3. **Terms of payment:** No advance payment will be made to the Vendor. The performance of the Vendor will be monitored / assessed by CISCE official on quarterly basis. Accordingly the payment will be made on quarterly basis after certification from CISCE official for satisfactory performance rendered by Vendor for the said quarter and production of MIS Report for service call attended during that quarter.
4. Vendor shall submit these reports along with invoice/s at the end of each quarter. The payment for the same shall be subject to recoveries, if any.
5. **SLA**
 - Response time – 4 hours call to attend
 - Resolution time – 24 working hours failing which same or equivalent standby unit would be provided by Vendor.
 - However during the examination period (1st March to 31st May 2015) a prompt attention / resolution to the problem reported would be provided by Vendor. In case of emergency repairs during holidays and after-working hours, the engineer shall be made available at no extra cost.
6. **Automatic Termination:** This contract shall terminate automatically after completion of one year unless it is extended further in writing from CISCE.
7. CISCE shall have the right of addition / deletion of the quantity of items under the contract either before the start of Comprehensive AMC or at the starting of each quarter of the Comprehensive AMC under the intimation to the Vendor and the payment will be made on pro-rata basis, and deducted amount from payment as per terms and conditions of the contract.
8. CISCE officials will review the status of pending complaints with the Vendor from time to time. If it is found that many complaints requiring repairs of the system / peripherals are pending for over a fortnight, CISCE reserve the right to withhold the payment of quarterly bill temporarily till all pending complaints are cleared.
9. TDS will be deducted at source from the contract price payable to Vendor for performing the service under the contract.
10. **Scope of Comprehensive AMC and its implementation:** The service comprises preventive and corrective maintenance covering hardware and troubleshooting to make operational all sort of operating system / windows update /removal of viruses if any / driver updates / system software installation like MS office, Acrobat Reader etc. / Network related problems configuring mail client on Outlook etc. and also include carrying out necessary repairs and replacement of all parts.
11. AMC is Comprehensive in nature, except toner, ink cartridge and similar consumable **all other parts** are covered under Comprehensive AMC and has to be repaired / replaced by the Vendor at his own cost. Parts so replaced should be new original parts of the OEM depending on the item under contract. However, AMC will not cover any broken / burnt part due to mishandling or high voltage conditions.
12. The contract will also include providing the facility inclusive of software / specialized software installation / OS installation / Active directory configuration / configuring network connectivity on all clients / configuring Outlook on all clients wherever required.

Details of the Facility Management System

- A. Desktop / Laptop / Printer Management Services
 - Operating system and Office related application trouble shooting and support.

- Installing operating system, configuration of driver, update latest patches and latest Windows service pack and other OEM based software. (CD and licenses would be provided)
- Cleaning and uninstalling unnecessary files from desktop, laptops and servers.
- Outlook based mailing support to users.
- Desktop / Laptop login and basic windows policy problem solving.
- Updating new software application (CD and licenses would be provided).
- Under warranty support on Desktop / Laptop / Printer items from respective OEM.

B. Antivirus Management Services

- Maintain virus free environment on desktop / laptop / server (CD and licenses of Antivirus would be provided).
- Regular update of Virus definition in server / desktop.
- Scanning of systems on regular interval of time.
- Alert the user for latest virus threats.

C. Network Management Services

- Basic troubleshooting for network items (Switch, Hub, I/O box, Patch cord etc.)
- Network configuration like IP address / DNS / DSCP / Gateway etc.
- Network connectivity with desktop to server and vice-versa.
- Basic support for wireless equipment.
- Under warranty support on network items from respective OEM.

D. Escalation Matrix

- Vendor. will provide the call escalation matrix to CISCE on the commencement of AMC.

E. Coordination with respective OEM

- Coordination with respective OEM for IT asset under AMC will be done by the Vendor.

13. Vendor shall provide MIS report with respect to Call Management at the end of every month.
14. Vendor shall require to replace all the defective parts of the equipment with genuine spare parts of respective OEM make. (Toner, Ink Cartridge, ribbons of all the printers are excluded from the scope of AMC). The service report, the details regarding part number, serial number (if any) and make must be written down clearly.
15. The details of equipment viz. make, model etc. and quantities of the equipment for which Comprehensive AMC is awarded are indicated in Annexure 'B'.
16. If at any stage the service of the Vendor is found not satisfactory, CISCE reserves the right to terminate the contract by giving one month notice.
17. CISCE shall have the right for replacement of HDD / any other part on payment basis which are found defective at the time of inspection by Vendor, before taking Comprehensive AMC of the systems.
18. If any equipment covered under contract is taken out of the premises of the CISCE for any repair, it shall be under full responsibility of the vendor, till the same is returned to the concerned department in satisfactory working condition. Items may be taken out of CISCE offices only with the written permission / Gate Pass issued by competent officer at CISCE.
19. Vendor shall be fully responsible for any damage to parts and machine due to faulty workmanship of the engineer of Vendor during the period of the contract.
20. Vendor shall provide the regular preventive maintenance service minimum once in three months. Following jobs are to be done:
 - Cleaning of all equipment externally using soft cloth, carbon tetra chloride and appropriate polish etc. the material in question will be provided by Vendor within CAMC charges.
 - Internal cleaning of the equipment (if it is needed) using other appropriate means such as vacuum cleaner.
 - Troubleshooting for operational problem relating to software / antivirus.
 - Up-keeping of PC / Laptop / Printer / HDD / components to maintain satisfactory performance of the items in question.
21. Any cost incurred towards transportation of faulty / repaired as well as standby equipment shall be borne by the Vendor.
22. The Vendor shall not subcontract the maintenance job to any outside agency.

23. CISCE reserves the right to withdraw any number of equipment (computer / printer / laptop / scanner) from the Comprehensive AMC at any point of time during the contract.
24. All those computers / printers / scanner / laptop coming out of warranty during the contract period, should be added to AMC from the next date of the expiry of the warranty.
25. The Vendor is required to keep with him sufficient stock of spares for each item taken under Comprehensive AMC at the beginning of the contract period. In case, at any point of time during contract, the Vendor. is unable to repair any item under contract due to non-availability of the part or item declared obsolete by the OEM, the charges paid by CISCE for that particular item, since the beginning of the contract would be deducted from next quarterly payment of the contractor. In addition, a penalty of 10% of the item would also be deducted from the next quarterly payment to Vendor.
26. Any damage caused to CISCE property or personal within CISCE premise by the representative of Vendor during the operation of the contract will be to his account and are recoverable.
27. **Change of Location:** The Vendor will ensure shifting / movement of computer system or other item under the Comprehensive AMC within the building or outside the building through his manpower responsible for the maintenance. For outdoor shifting, transport arrangement will be made available by CISCE.
28. **Handing Over :** Vendor shall provide services for minimum ten working days beyond the date of expiry without any extra cost so that all the equipment under Comprehensive AMC are handed over to the next contractor.
29. Any equipment not made available in working condition on the last working day of the contract period shall be rectified / repaired by the Vendor, within next ten working days failing which the equipment shall be rectified from alternative sources and the cost thereof shall be deducted from the last quarter of Comprehensive AMC payment.
30. Vendor will not be entitled to claim any compensation of what so ever nature if the termination / cancellation of Comprehensive AMC is imposed by CISCE for any reason.
31. **Force Majeure:** Neither CISCE nor Vendor shall be responsible for delays / failures in performance resulting from acts beyond the control of either. Such act shall include but not be limited to act of God, strike, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the agreement, fire, earthquakes or other such disasters.
32. **Breach of Contract:** In case Vendor leaves the contract at any stage during the currency of the contract, CISCE reserves the right to get the job completed through any other means or agency at contractor's risk and cost.
33. **Contractor Responsibility:** Vendor shall cover all aspect of physical and information security written or implied. Vendor will comply with the provisions of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by CISCE shall be applicable in performance of this contract and the contractor shall abide by these laws. Vendor. will be responsible for making all statutory payments to his engineers.
34. **Termination of the Contract:** CISCE reserves the right to terminate the contract any time in case the services of the firm are found not satisfactory at any time during the period of the contract along with deduction of penalty amount (10% of the Comprehensive AMC value) giving one month prior notice. The decision of CISCE officials will be final and binding upon Vendor.
35. **Governing Law:** This contract shall be governed in all respect by India Law only.
36. **Arbitration:** If at any time there shall arise any dispute, doubt, difference or question with regard to interpretation of meaning of any terms and conditions, prices etc. of this contract or in respect of the rights, duties and liabilities of the parties hereto or in any way touching or arising out of these presents or otherwise in relation to the present contract then every such dispute, difference, doubt or question (except the decision whereof is herein expressly provided for) shall be referred to the arbitration of the sole arbitrator to be appointed by Chief Executive & Secretary, CISCE under Indian Arbitration & Conciliation Act, 1996 or any statutory modification re-enactment thereof and rules made there under for the time being in force shall apply to such arbitration. The venue of the arbitration shall be the place from where the contract is finalised. The language of the arbitration will be in English only.

Conditions to be met for applying for tender

- (i) The firm/company must be registered as a firm or as a company with the Registrar of Firms or Registrar of Companies.
- (ii) The firm/company should be in existence for over 3 years in the trade as on 31.03.2014 with maintenance turnover of more than Rs. 10 lakh per annum during the last 3 years ending 31st March 2014.
- (iii) The firm/company should have a previous experience in maintenance of such equipment's with Government Department/Public Sector Undertaking etc. in Delhi of maintaining not less than 100 computers per year.
- (iv) The firm/company must have expertise in on-site maintenance and repair of computers, laser jet printers, servers, network components, peripherals and other hardware parts and accessories.
- (v) The firm/company also must have expertise and experience in LAN troubleshooting. The bidder should have executed satisfactorily Annual Maintenance of 50 or more computers connected in LAN under Windows environment for two years. A performance Certificate to this effect from at least one Govt. Dept./Public Sector Undertaking shall be furnished.
- (vi) The firm/company applying for this tender would produce certificate for the previous financial year from the concerned authorities about the payment of service tax, income tax, works contract tax and any other tax applicable.
- (vii) The firm/company should produce the self attested photocopies of documents related to allocation of Registration Number, PAN Number, Service Tax number, etc.