Scope of work and Commercial terms & conditions for Annual Maintenance (AMC) of IT System installation in EPI, New Delhi

Scope of Work:

1. List of PCs/ Servers/ Printers and other peripherals under the scope of AMC are given at Annexure- I as per following groups.

   - Group – I: List of servers to be covered under AMC
   - Group- II: List of Computers & Peripherals to be covered under AMC
   - Group –III: List of Laptops to be covered under AMC
   - Group – IV: List of Printer & Peripherals to be covered under AMC
   - Group – V: List of Networking Products to be covered under AMC
   - Group – VI: List of UPS & CVT to be covered under AMC
   - Group – VII: List of PCs/Servers/Printers and Other peripherals currently under warranty but this warranty expiring during the contract period.
   - Group-VIII: List of PCs/Servers/Printers and Other peripherals under warranty (Only support on installation / Configuration of OS / Software is required)

2. AMC will include smooth functioning of all the installed hardware/Software, LAN and other accessories installed during the operation of the contract.

3. The Contractor will physically inspect all the hardware to be covered under AMC and submit detailed hardware configuration report of each equipment before taking charge of commencement of AMC. At the end of the duration of AMC, the contractor shall hand over complete hardware in good working condition and shall replace the damage parts if any. For this purpose a detailed list of parts of each equipments required to be replaced if any, by the out-going contractor shall be prepared by incoming contractor and duly approved by IT Division of this office.

4. Machine break down time should not be more than 24 hours from the time of report of fault. Otherwise the contractor shall provide similar standby equipment along with their attached peripherals in good working condition.

5. Contractor shall depute a qualified engineer to the satisfaction of EPI for full time to attend maintenance call in the EPI’s office for all six days and if required on holidays too. However, they should depute Graduate and Certified engineer (MCSE/CCNA) for attending Server calls.

6. Contractor shall provide a suitable replacement of the Engineer deputed in the EPI’s Office in case of his resignation/ absence.

7. In case engineer or the attendant deputed in the EPI’s Office wants to avail leave, he should intimate concerned officer of EPI. Contractor shall provide a suitable replacement during his absence.
8. No person below the age of 18 years shall be deputed to this office.

9. The contractor shall indemnify and keep EPI’s Office harmless of all claims arising under or by reason of this contract, if such claims resulting from the fault and/or negligence or willful acts or omission of the Contractor or his employees deputed to EPIs Office.

10. Frequently required spare parts like RAM, Hard Disk, SMPS for PIV and above must be kept always in the EPI office. One no latest PC and 2 nos. printers should be kept as stand by till contract period in EPI’s Office.

11. Spare parts supplied by contractor in lieu of irreparable components should be brand new/original/equivalent/advanced make and from reputed manufacturers for giving satisfactory performance. Used/repaired spare parts will not be accepted.

12. If systems/Sub-systems are required to be taken out of EPI’s office for repairing, then a stand-by system/Sub-system of the similar configuration and quality acceptable to concerned officer of EPI will be provided on returnable basis. Contractor will be responsible for transportation and delivery of systems/subsystems. Such hardware under repair should be repaired and returned to the satisfaction of end user /IT Division within a period of maximum ten days.

13. Contractor should provide the following type of services

   - Preventive maintenance
   - Corrective maintenance
   - Software services for system operations
   - Assistance in Hardware & Software Upgradation
   - Monthly cleaning of hardware.

14. Monthly preventive maintenance shall also to be carried out in addition to attending the specific complaints. A comprehensive report to this effect shall be submitted by the contractor to IT Division of EPI. This effect shall also be entered in the log book of each equipment. Monthly schedule shall be decided in consultation with IT Division of EPI.

15. During preventive maintenance, Contractor will make suitable use of trouble shooting software packages to reconfirm the hardware configuration / health of each PC equipment, cleaning of PC hardware and peripherals, enter the result in respective log books and submit a report to IT Division of EPI. Any discrepancy noticed should be brought immediately to the notice of IT Division of EPI.

16. The printer/plotter cables, battery Main board, LAN cards, printer knobs, keyboards, fuse, Networking cables and all other components of Hardware shall be included in the AMC.

17. Software support with reference to installation of operating system such as Windows 98/ME/2000/XP/DOS/etc., and application software such as MSSQL Server 2000 / MS Office 97 /2000 /XP, Antivirus software, etc. must be provided in case of any
problems reported by user. Installations of OS/Software on the Servers are also included. The AMC engineer shall also provide assistance to users in installing the various packages, and in taking proper backup copies of the same wherever recommended / required.

18. To keep PCs in EPI’s Office virus free, the Contractor will update anti-virus software provided on various machines weekly.

19. Proper guideline to operate the system/software will be given by the firm, to the users.

20. Contractor shall not subcontract the hardware maintenance jobs to any outside agency including their franchisee.

21. EPI can terminate the contract at any time by giving one-month notice to the contractor in writing.

22. The EMD submitted by the successful bidder shall be returned on submission of Security Deposit of 5 % of total order value in the form of crossed demand draft which shall be refunded to him on successful completion of the contract.

23. Annual Maintenance Contract (AMC) would be comprehensive i.e., including cost of new/original spares for proper functioning of all systems and sub-systems. If any part gives repeated problems i.e., two repairs in a maximum period of one month time then it must be replaced immediately by the contractor with an original new one.

24. Payment shall be made quarterly at the end of each quarter on providing satisfactory services certified from the IT Division of EPI. No advance payment will be made.

25. The number of PCs/peripherals under AMC mentioned in Annexure-I can be increased or decreased at the discretion of EPI. The quarterly payment shall be made for actual available number of equipments on the item rate basis in the AMC.

26. The quarterly bills for AMC shall be submitted in duplicate along with copies of service reports or month-wise MIS reports maintained by the Contractor. The service reports are to be signed by the user of PC as well as by the concerned officer of IT Division of EPI.

27. All complaints / problems reported shall be rectified by the contractor to the satisfaction of users. The max. response time for repairing the system shall not be more than 24 hours and penalty for failure of the agency to repair the system/providing equivalent standby equipment within the response time will be Rs 500/- per system/sub-system per day. In this regard the decision of EPI shall be final.

28. If the contractor is not able to rectify the fault within the stipulated period of maximum seven days then EPI can get it rectified from the other source at the risk and cost of the contractor.

29. A penalty of Rs.1000/- per day shall be imposed if not providing a suitable replacement of the service engineer on leave and amount shall be deducted from the
quarterly bill of the contractor. The service engineer should report to this office from 09:30AM to 18:30PM.

30. The penalty /repair charges, if any, incurred by EPI as per clauses 27, 28, 29 shall be deducted by this office from the quarterly bill of the Contractor.

31. The vendor shall undertake the maintenance job on “as is where basis is”.

32. The contractor shall provide duty schedule in writing in advance before the commencement of the month so that each machine covered in the contract is cleaned once in a month. The dusting and cleaning shall be performed with a vacuum cleaner and Cleaning solution like “Pure Clean” or equivalent which shall be provided and maintained by the vendor himself.

33. The work shall be undertaken with modern gadgets and to the entire satisfaction of the official/officer concerned of EPI.

34. The Contractor’s staff shall work under over all supervision/directions of the officer/officer of the IT Division of EPI.

35. The Contractor shall issue identity cards to its employees being deputed for this work and also provide complete particulars of the employees i.e. Name; Address Telephone No. etc. engaged by him for the aforesaid job.

36. The company shall have the right to ask for the removal of any person of the Contractor who is irregular, undisciplined and not found satisfactory in the discharge of his duties.

37. All preventive and safety measures shall be taken by Contractor to ensure that no damage to material and equipment takes place during the course of performing their duties. Damages, if any, caused by the contractor shall be recovered from the security deposit or deducted from the bills raised by the contractor.

38. The Contractor shall not, at any stage, cause or permit any nuisance at the premises of EPI or do anything which may cause unnecessary/disturbance or inconvenience to others.

39. If cleaning is not performed within the scheduled date, the same shall be done through third party and the amount shall be deducted from the contractor bill.

40. Taxes will be deducted at source as per rules applicable.

41. For consumables as per Annexure-II, bidders are requested to quote the rates in the price bid format. EPI reserves the right to place order of consumables as and when require on need basis during the currency period on the rates fixed. The price of consumables shall remain firm and fixed for period of AMC.

42. The EPI reserves the right to place order for AMC and all consumables fully/Partially to different bidders. However whenever consumables are arranged by EPI or through different bidder, the responsibility of installation rests with the AMC provider.
43. The payment of AMC and optional consumables as indicated in the Annexure-II shall be done by EPI only. The payment of optional consumables shall be made in addition to AMC charges as and when required during the currency of AMC.
Special Conditions:

1. During the AMC period one experienced and qualified Engineer who can deal with handling of sophisticated PC equipments technically and manually is to be posted from 09:30 hrs to 18:30 hrs on 6 days at EPI's Office, Scope Complex, Lodhi Road, New Delhi. It is required that the engineer may have to visit our site offices in DELHI/NCR.

2. During the office hours these representatives will not be allowed to attend any other work. They will report to the concerned officer of IT division of EPI.

3. The deputed Engineer(s) should have sound experience in software and hardware and 4 years experience of maintenance in AMC items.

4. Proper call desk should be maintained, and if necessary a person be posted for this work. If necessary customized software could be utilized for fault reporting and rectification and a PC could be provided exclusively to the Engineer for this purpose.

5. The contract shall be for a period of one year starting from the date of LOI which may be renewed yearly for a period of another two years at the sole discretion of EPI at the same rates, terms and conditions based on the certification of satisfactory performance by EPI's IT Division.

6. Arbitration

6A. Before resorting to arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of Part III of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015. When such conciliation has failed, the parties shall adopt the following procedure for arbitration:

i) Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the Specifications, Design, Drawing and Instructions herein before mentioned and as to the quality of workmanship or materials used in the work or as to any other questions, claim, right, matter or things whatsoever in any way arising out of or relating to the Contract, Designs, Drawings, Specifications, Estimates, Instructions, or these conditions or otherwise concerning the works of the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitrator appointed by the Chairman & Managing Director (CMD) of Engineering Projects (India) Limited (EPI) or any other person discharging the functions of CMD of EPI. The person approached for appointment as Arbitrator shall disclose in writing circumstances, in terms of Sub-Section (1) of Section (12) of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 as follows:

a) such as the existence either direct or indirect, of any past or present relationship with or interest in any of the parties or in relation to the subject-matter in dispute, whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to his independence or impartiality; and
b) which are likely to affect his ability to devote sufficient time to the arbitration and in particular his ability to complete the entire arbitration within a period of twelve months.

The Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

ii) if the arbitrator so appointed resigns or is unable or unwilling to act due to any reason whatsoever, or dies, the Chairman & Managing Director aforesaid or in his absence the person discharging the duties of the CMD of EPI may appoint a new arbitrator in accordance with these terms and conditions of the contract, to act in his place and the new arbitrator so appointed may proceed from the stage at which it was left by his predecessor.

iii) It is a term of the contract that the party invoking the arbitration shall specify the dispute/ differences or questions to be referred to the Arbitrator under this clause together with the amounts claimed in respect of each dispute.

iv) The Arbitrator may proceed with the arbitration ex-parte, if either party, in spite of a notice from the arbitrator, fails to take part in the proceedings.

v) The work under the contract shall continue as directed by the Engineer-In-Charge, during the arbitration proceedings.

vi) Unless otherwise agreed, the venue of arbitration proceedings shall be at the venue given in the ‘Memorandum’ to the ‘Form of Tender’.

vii) The award of the Arbitrator shall be final, conclusive and binding on both the parties.

viii) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the Rules made thereunder and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award accordingly.

6B. Arbitration between Central Public Sector Enterprises inter SE/Government of India Departments/Ministries

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 and The Arbitration and Conciliation Act, 2015 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law-Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law-Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law-Secretary, whose decision shall bind the Parties Finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.”
2.1 **One RESIDENT ENGINEER (RE) at (Corporate Office):** The resident engineer will have to carry out following activities / works and look after following areas:

### 2.1.1 Hardware
- **2.1.1.1** Management and comprehensive maintenance of IT infrastructure.
- **2.1.1.2** Resolution of user calls related to Servers / Desktop / Laptop computers, printers, networking etc. (day today problem fixing);
- **2.1.1.3** Troubleshooting and resolution of computer hardware problems related to monitors, CPU, Keyboard and Mouse;
- **2.1.1.4** Troubleshooting of hardware related problems and coordination with vendors for warranty, spare replacements etc.;
- **2.1.1.5** Backup and restoration of data on servers as per backup policies;
- **2.1.1.6** Provide support for in-house/office software;
- **2.1.1.7** First level troubleshooting, configuration and maintenance of printers, laptops, LAN switches, or other specialized equipment;
- **2.1.1.8** Monitoring and troubleshooting LAN / WAN / VPN / intranet etc.
- **2.1.1.9** Asset management and Asset verification.

### Daily call and resolution reporting, infrastructure health status reporting, usage reporting, exception reporting.
- **2.1.1.10** Complete assistance in the event of crash.

### 2.1.2 Software
- **2.1.2.1** Install / upgrade system software, operating systems and drivers.
- **2.1.2.3** Installation / Reconfiguration / Reinstallation of Operating System and Applications-E-Mail, Office Applications, Windows 9x / 2000 / XP/7/Vista from the original media provided by the EPI.
- **2.1.2.4** Resident would study the complaint register and provide help for rectification of related problems / calls of the users.
- **2.1.2.5** Printer configurations / Management.
- **2.1.2.6** First Level Virus Control Services – Diagnose and rectify any virus problems that can be fixed by the anti-virus tool supplied by customer.

### 2.1.3 Network Maintenance Services
- **2.1.3.1** Management of LAN / WAN Network Equipment.
- **2.1.3.2** Network Troubleshooting – LAN, VPN, Firewall, Internet etc by coordination with the vendor.
- **2.1.3.3** Assistance to users to log on to the network.
- **2.1.3.4** Configuration of printers and other Network peripherals on the network.
- **2.1.3.5** Attending corrective maintenance calls related to restoration of networking of hubs / switches and other active components.
- **2.1.3.6** Domain Management and User management.
2.1.4 Back-Office Support
   2.1.4.1 Escalated support available from certified professional, in case resident engineer is unable to complete the task.
   2.1.4.2 Technical specialists available for onsite support on complex problems.
   2.1.4.3 Online telephonic technical assistance available from the technical specialists.

2.1.5 Any other activity / duties assigned to resident engineer which is necessary for EPI to have and bidder can provide for smooth functioning of EPI.