

Annual Maintenance Services (AMC) for Hardware at NWR HQ

General Conditions for the Annual Maintenance Services (AMC)

- (i) The AMC hereunder covers corrective maintenance and free replacement of defective components in the PCs, servers, printers, etc., included under this tender. The AMC shall be comprehensive in nature and replacement of spares shall also include items like Hard Disk, Printer Head etc. excluding items of consumable nature.***
- (ii) The contractor shall maintain the equipments in good working condition during the contract period and shall correct the fault and failures, repair or replace worn or defective parts of the equipments during normal working hours of the office, where the equipments is installed.***
- (iii) Unserviceable parts will be handed over to railways and the same will be replaced at no extra cost with brand new parts of equivalent or superior specification.***
- (iv) The contractor shall ensure that the full configuration of the equipment is in proper working condition, after repair and maintenance.***
- (v) Railways reserve the right to change the equipments at locations, if and when situation demands. Railways also reserve the right to upgrade the IT infrastructure to meet its changing needs, as and when required.***
- (vi) The fault shall be rectified within the same working day, as for as possible and in no case shall exceed 8 working hours, from the time of reporting of failure/defect. Failure/defect shall be rectified so as to make available a perfectly working PC / Printer along with the peripherals. In case, failed component or as replacement, till the time the equipment is repaired to the satisfaction of the Railways. In case it is not possible to repair the system within 8 working hours of complaint, a replacement shall be provided but the original shall be returned at the earliest with in one week, duly rectifying the fault. Such replacement shall be of equivalent or higher configuration.***
- (vii) In case the guaranteed repair time not being met, the following penalty shall be levied:***
 - a. Beyond 8 working hours (first day of receipt of complaint) and up to 16 working hours (2 days of receipt of complaint), the penalty shall be 2% per day of the value of AMC for the PC/Printer in question. While calculating this penalty, a PC would be deemed to be down even if a peripheral attached to it i.e. floppy drive or hard disk is down. For printers the penalty will be calculated by treating each of them as a separate entity.***
 - b. Beyond 16 working hours, the penalty shall be 4% per day, with all other conditions remaining identical as at above.***

However, in case a working replacement is made within the above mentioned time, no penalty shall be levied for a period of one week. In case, the system is not returned duly rectifying the fault, within one week, above mentioned penalty at 4% per day shall be chargeable, from 8th day onwards.

- (viii) *The contractor shall ensure that the equipment is in good working condition and is with full configuration while handing over at the end of the AMC.*
- (ix) *The contractor shall attend the corrective and preventive maintenance of the equipment at least once a quarter at all locations. The preventive maintenance of the systems should cover essential aspects like floppy drive head cleaning, printer head cleaning, checking system performance, virus scanning and cleaning, checking hard disk for inconsistent cluster, defragmenting and running scan disk, replacement of printer gears and knob, if required.*
- (x) *No freight of any sort is admissible, for moving the equipments. There should not be any revision of rate during the currency of the AMC.*

Other conditions for services covered under the contract

- 1. N.W.Railway expects the service provider to provide support in all IT related areas. In case of problems, he must provide immediate and timely solution to the problem.*
- 2. The Service engineers posted at the site shall man the help-desk and other services. The help-desk shall be operated from the office of the IT centre. One of them needs to be nominated as the coordinator for the project.*
- 3. The coordinator will be the single point contact for the purpose of the contract. The coordinator must have adequate administrative and management experience in addition to the skill set required for solving the problems.*
- 4. Help desk will work in close co-ordination with N.W.Railway current and future warranty / AMC/ Other service providers and their resident engineers. Help desk will be responsible for follow up with these agencies/ engineers ensuring timely action.*
- 5. N.W.Railway will provide the following inputs to service provider delivery of infrastructure management services:*
 - (i) Adequate sitting space, storage space.*
 - (ii) Names and contact numbers of the N W railway personnel who need to be contacted if an issue needs to be escalated by the service provider.*
 - (iii) Provide service provider with details of the network infrastructure and existing documentation.*
 - (iv) List of vendors with who service provider will need to coordinate.*

33. Other important points

- a. The AMC shall consist of configuration and preventive & corrective maintenance of servers, computers and printers. ***The maintenance of equipments cover all the part of PCs, operating systems, network operating system, formatting of server and PCs, removal of viruses and installation of necessary software applications.***
- i. The maintenance contract will include necessary repairs to the installed systems and replacement of defective/damaged parts, components and other accessories free of cost.
- ii. The contractor will supply and replace genuine and quality spare parts free of cost except consumables (cartridges, ribbon etc). The replaced spare parts used for replacement should have warranty for some minimum periods.
- b. The details of spare parts removed and replaced shall be duly entered into register and signed by both clients and contractor's agents. This agreement include all the component of computers & peripheral e.g. CPU, Monitor, Printer, Key Board, Mouse, Modem and scanner.
- c. The maintenance services will be provided on all working days from 10.00 hrs. to 18.00 hrs. (Monday to Friday). Provision of availability of service engineers on Saturdays, Sundays or other holidays should be made in case of exigency.
- d. The vendor shall repair/ replace parts at the sites of the Railway only. If the fault is of serious nature and requires the support of the Repair Centre of the vendor, thereby necessitating shifting of the equipment, the vendor shall attend to shifting/transportation, installation, re-installation, loading of the software packages (both the system software and application software, if any) at no additional cost to the Railway.
- e. For preventive maintenance each server, printer and PC must be attended at least once in a quarter.

Special Conditions of Contract

1. Vendors will make available any help desk, asset management & call/complaint monitoring software compliant with the provisions of ITIL. This software will become the property of North Western Railway and till the currency of the contract all the upgrades & patches would be provided by the vendor. Data entry for the assets would be the responsibility of the vendor though the available data would be provided to them in soft copy. Any additional details needed to be added as per the best practices for IT Asset Maintenance as per ISO/IEC 20000 standard (previously BS 15000) should be filled in by the vendor for which all necessary help would be provided by IT Centre. A networked PC along with sitting space would be made available to the vendor's service engineers in IT Centre.
2. Vendor will make nominated persons of IT Centre fully acclimatized with the working with this software and its various functionalities.
3. Call/complaints would be taken on phone by vendor's representative/service engineer or logged in by the users through the above mentioned ITIL compliant web enabled software which would be linked from the homepage of the website of IT Centre. Complaints as well as directions can also be given by CIO/ NWR or any other person nominated by him to attend to any problem.
4. Technical details about the complaint as well as action & time taken for rectification of problem will be entered by the vendor's engineers.
5. Any report desired by CIO/ NWR or any other person nominated by him regarding the various complaints/calls should be provided by the vendor from this software.
6. Minimum of two (2) service engineers would be stationed at IT Centre from Monday to Friday and 1 service engineer on Saturday. Any requirement on Sundays or holidays can be made good by compensatory reduced requirement on following days as decided by CIO/ NWR or any person nominated by him.
7. Vendor will provide communication device to both the service engineers so that they can be reached in case of emergency.
8. ***Apart from consumables (printer cartridges, laptop batteries, DVDs/CDs, floppies, ribbons, Fuser assembly, ADF, papers) and licensed software all other replacements if needed would be the responsibility of the vendor. Items which are not explicitly mentioned in the scope of work enclosed, if those items are needed to be repaired/replaced, these would be done at extra cost on actual basis. Taking of backup will not be the responsibility of the vendor but possible recovery on best effort basis after crashes will be their responsibility. Provision of Licensed***

Antivirus would not be the responsibility of the vendor but preventing virus attacks and cleaning systems after such attacks would be their responsibility. In case of any confusion about the scope of work, decision of CIO/ NWR would be final. They would also be required to check optimum bandwidth utilization, collusion, data loss over the network, if any. Points of concern noticed by them along with explanatory note should be submitted to the office of CIO/ NWR in writing.

9. Complaints for PCs and peripherals will have to be rectified on Next Business Day (NBD) basis after complaint being logged whereas for the server the problem has to be rectified on the same day. Servers, active components of network (switches and routers) and line printers which are used for heavy printing like payroll, MIS would be termed as severity Class A where response time should be less than 1 hour and have to be rectified on the same day. Severity Class A cannot be left for the next day under any circumstances. Severity Class B is certain set of PCs and peripherals which do not adversely impact the working of items under Severity Class A. Here the response time would be a maximum of 4 hours and resolution time would be Next Business Day (NBD). In case of confusion regarding items falling under Class A or Class B, decision of CIO/ NWR would be final. For this, vendors may have to keep some inventory of hardware available with them for which space would be provided here.
10. Tagging of assets has to be done by the vendor along with one person from the EDP Centre preferably within 15 days of award of work. The configuration details should be entered into ITIL Complaint software.

At the time of taking over the machines under AMC, the vendor should take note of the following:

1. Machines which are working and current (P-III and above and printers & Celerons less than 5 years old from procurement date are defined as current) will straight away come into AMC from the date of signing of contract.
2. Machines which are working and obsolete (computers less than P-III and printers & Celerons more than 5 years old from procurement date are defined as obsolete) will also straight away come into the purview of AMC. However during any subsequent problems with these machines, if the spare parts are not available, concerned department would have two choices- (i) to get these machines suitably upgraded to a functional level (level to be decided by concerned department) for which payment would be made on actual basis and after expiry of 1 year from the date of up-gradation it would be covered under AMC at the rate at which equivalent class of machines viz. P-III or P-IVs are covered and (ii) advise these machines for condemnation. In case these are advised for condemnation, AMC payment for these machines would stop forthwith.

3. For the machines which are non-working but current, vendor will advise the parts to be repaired/ replaced so as to make these machines functional. Administration will get these repairs/replacements done on their cost from the vendor for which payment on actual basis would be made. After these repairs/replacements, the machines would come under AMC.
4. AMC will cover the entire configurations of the machine which may include CD/DVD writers. At the time of taking over of the assets under AMC, responsibility of AMC of these functional parts automatically get transferred to the vendor.
5. Non working and obsolete machines would not be covered under AMC and would be advised for condemnation. No payment would be made for these.
6. Maintenance of all the records pertaining to these would be the responsibility of the vendor.

(NON-TECHNICAL)

A. GENERAL

1. Variation in quantities during execution

- 1.1 The quantities shown in the tender schedule are approximate and can be varied for execution up to 25% plus or minus at the discretion of the railway. In the event of any such variation in respect of any or all items of work (whether more or less) to the extent of 25% the contractor shall be entitled to extra payment on account of any such excess or reduction in quantities at the accepted contracted rates only for the actual amount of work done.
- 1.2 In case the incremental value goes beyond plus 25% for the first 15% increase in the value beyond 25% of value, the rates will have reduction of 2% in the incremental value of agreement and the next 10% increase in the value the rates will have an additional reduction of 2% in further incremental value of agreement.

2. Errors, Omissions and Discrepancies

The tenderer(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if any in doubt shall bring it to the notice of the Railway Administration without delay. In case of any contradictions, only the printed rules and books should be followed and no claim for the misinterpretation shall be entertained. The administration's decision in such cases shall be final.

Signature of Tenderer(s)

Scope Of Work

Tender No. AMC/ PC/ Printer/ 22/ 3/ 09 dated 12.10.09

1. The tenderer shall provide "Annual Maintenance Services (IT) for Servers, PCs, Printers etc. as given below:
 - Provision of hardware maintenance services for IT equipments indicated.
 - Provision of Helpdesk Management Services.
 - Provision of Technical Support and Vendor Management Services.
 - Network Management Support & Virus Control.
2. The contract covers preventive and corrective maintenance of the PC's and Printer **including replacement of faulty spares like CPU, RAM, Mother Board, HDD, FDD, Cabinet Keyboard, Monitor**. The list of these spares is only illustrative and not exhaustive. The maintenance services will be provided between 10.00 & 18.00 Hrs. on all working days or till such time as Severity Class A problems, if any are rectified. It may be noted that whatever has not been exclusively excluded from the purview of AMC has been listed in point (9) of Special Conditions of Contract. Any other item would be deemed to be under the scope of AMC. Certain illustrative routine works are given below:-
 - Thorough cleaning of CPU, Printer. Monitor, Key board connectors etc.
 - Voltage check (internal as well as external).
 - Refixing of all connectors, loose contact etc.
 - Cleaning of Read/write heads of FDD.
 - Cleaning of paper feed area, Carriage shaft, guide rods, printer heads etc.
 - Cleaning of Monitors.
 - Lubricating of moving parts.
 - Testing and checking of all function of PC's and Printer and all other checks and/or repairs as may be necessary for smooth functioning of computers/printers.
3. (A) For provision of above services, two resident service engineers shall be posted at the office of the IT centre. They shall attend to the service calls at site indicated in annexure. The charges quoted shall include the cost of resident engineer services also. No TA/DA is admissible. No accommodation will be provided by Railways for the site engineer.
(B) Resident engineer posted by the contractor shall be available through out the working hours i.e. from 10.00 Hrs. to 18.00 Hrs. on all working days. Replacement service engineer shall be posted, if the regular service engineer is on leave etc. In case of absence of any service engineer at the site, due to whatever reason, a penalty of Rs. 200/- per day will be levied.
(C) All leave and/or absence of the service engineers posted at N W Railway will have to be planned in advanced and proper replacement to be made available.
(D) In order to meet the contingency arising out of sudden and unplanned absence of the engineer, the service provider may get the profile of panel of

engineers proposed to be substituted, approved from N W Railway at the commencement of the contract and at such intervals as required.

4. The Contractor shall provide a working substitute of the system or sub-system/sub-assembly etc. before taking the same for repairs at their workshop in case it is not possible to repair the same at the site for some technical reasons. The repaired system should be returned and installed with the original equipment at the site without any delay. All to and fro transportation and handling charges etc. will be at the risk and cost of the contractor.
5. ***In case the contractor fails to repair any item to the full satisfaction of North Western Railway within a reasonable time, the Railway shall be at liberty to get the same repaired by engaging any other agency as per the sole discretion of the Western Railway, at the risk and cost of the contractor. Necessary charges as given to other agency along with a penalty as per clause 23 of "Instructions to Tenderers and Conditions of Tender Part B" will be deducted. Besides this, if any equipment is out of order for a continuous period of one week or more for any reasons, despite intimating the same to the contractor, then pro-rata maintenance charges shall be recovered from the Contractor.***
6. After completing the preventive as well as corrective maintenance work, the service engineer shall meet/communicate and take **satisfactory performance certificate** from the officer-in-charge of the computer. Only on production of this certificate, quarterly payments shall be made.
7. During the currency of the contract, the Contractor shall not be entitled to assign this service arrangement or any benefit or interest herein to any other person or external agency without prior written consent of North Western Railway.
8. North Western Railway reserves the right to add or withdraw any item or equipment to/from maintenance for any reasons during the currency of contract for which there shall be pro-rata adjustment in the maintenance charges on the basis of rates accepted as per Schedule of Work.
9. The contractor shall keep North Western Railway harmless and indemnified against any action brought against it or any action of its employees, third party, piracy issues etc. on account of any damages, loss to property or injuries occurred during the course of carrying out the maintenance of the system. Contractor shall be responsible for providing all the drivers needed for repair of any P. C. in case not available with the department.
10. In the event the contractor fails to provide the service as required then the Railway shall be entitled to recover Liquidated Damages from them a sum equal to half percent of total annual maintenance contract value for each

system for every working day of non-workability of the system, subject to a maximum limit of 10% of the contract value.

11. The Liquidated Damages shall be recoverable from the Contractor for breach of the terms of the contract e.g. failure to complete the job as mentioned in the agreement to the full satisfaction of the Railway.
12. All the complaints received in person or over phone shall be entered in a Register and Register shall be duly maintained giving the following details: Date, Complaint no., Time of complaint, Nature of complaint, Complaint made by, Time of attending the complaint, Signature of the engineer who attended the complaint and Signature of the staff who made the complaint. The register will be used for monitoring the delays and the same is submitted to the Railways.
13. Rates accepted against the items shall be firm during the currency of the contract period of two years and not subject to any kind of price variation.
14. This Administration reserves the right to terminate to agreement forth-with after giving seven days notice in case the maintenance contract or his engineer fails to attend the repeated complaint of Railway or in the event of the services being found unsatisfactory.
15. ***During Contract period, if any changes take place in configuration of PC system, the contractor will also maintain the same without any additional charges. Similarly, if any PC system declared abandoned by Railway administration, necessary charges for balance duration will be deducted. However, Railway may ask for maintenance of computer/Printer which is not in original list in lieu of abandoned computer/Printer.***
16. Items replaced should have warrantee for minimum one year.
17. The rates quoted shall be inclusive of all taxes, levies etc.

Signature of Tenderer(s)

Date: _____